

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

## I. (a) PLAINTIFFS

Robin Smith

Phila.

## DEFENDANTS

Branch Banking &amp; Trust Co.

(b) County of Residence of First Listed Plaintiff  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Joshua L. Thomas  
Joshua L. Thomas & Assoc.  
225 Wilmington W. Chester PK, Suite 200  
Philadelphia, PA 19103

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

 1 U.S. Government Plaintiff 3 Federal Question  
(U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity  
(Indicate Citizenship of Parties in Item III)

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input checked="" type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>HABEAS CORPUS:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>OTHER:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
				<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions

## V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding  2 Removed from State Court  3 Remanded from Appellate Court  4 Reinstated or Reopened  5 Transferred from Another District (specify)  6 Multidistrict Litigation - Transfer  8 Multidistrict Litigation - Direct File

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

## VI. CAUSE OF ACTION

Brief description of cause:

wrongful foreclosure - FDCPA

## VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 10,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

5/28/19

SIGNATURE OF ATTORNEY OF RECORD

for M

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE

MAY 28 2019

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

19cv2997

## DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 6945 Scotford Road Phila, PA 19119

Address of Defendant: 200 W. 2nd St. Winston-Salem NC 27101

Place of Accident, Incident or Transaction: 6945 Scotford Rd. Phila, PA 19119

## RELATED CASE, IF ANY:

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when Yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  Yes  No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?  Yes  No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court?  Yes  No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  Yes  No

I certify that, to my knowledge, the within case  is /  is not related to any case now pending or within one year previously terminated action in this court except as noted above.DATE: 5/28/19Joshua Thomas

Attorney-at-Law / Pro Se Plaintiff

312476

Attorney I.D. # (if applicable)

## CIVIL: (Place a ✓ in one category only)

## A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases  
(Please specify): 12 USC 2601

## B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify): \_\_\_\_\_
- 7. Products Liability
- 8. Products Liability – Asbestos
- 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

I, Joshua Thomas, counsel of record or pro se plaintiff, do hereby certify:

Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

Relief other than monetary damages is sought.

DATE: 5/28/19Joshua Thomas

Attorney-at-Law / Pro Se Plaintiff

MAY 28 2019312476

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIACASE MANAGEMENT TRACK DESIGNATION FORMER  
Robin Smith

CIVIL ACTION

v.  
Branch Bank & Trust Co.

NO. 19cv2997

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

(a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )

(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )

(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )

(f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

5/28/19  
Date

Joshua Thomas  
Attorney-at-law

Plaintiffs  
Attorney for

Telephone

FAX Number

E-Mail Address

215-806-1733 888-314-8910

Joshua L Thomas @gmail.com

(Civ. 660) 10/02

MAY 28 2019

MAY 28 2019

\$400

ER  
IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

1

ROBIN L. SMITH,  
Plaintiff,  
v.

BRANCH BANKING AND TRUST  
COMPANY, MCCABE, WEISBERG &  
CONWAY and CITIZENS FINANCIAL  
GROUP, INC.  
Defendants.

CIVIL ACTION NO.:

19cv2997

*Civil Action*

COMPLAINT

FILED  
MAY 28 2019  
By KATE BARKMAN, Clerk  
Dep. Clerk

Plaintiff, ROBIN L. SMITH ("Plaintiff"), by and through his undersigned counsel, hereby submit this Complaint against Defendants, BRANCH BANKING AND TRUST COMPANY, and McCabe, Weisberg & Conway, LLC (collectively, "Defendants"), and in support thereof, states as follows:

**I. Parties and Jurisdiction**

1. Plaintiff Robin L. Smith (Dr. Smith) is of majority age and is a resident of the state of Pennsylvania residing in her home located at 6945 Scotforth Road, Philadelphia, PA 19119.
2. Defendant BRANCH BANKING AND TRUST COMPANY (BB&T) is and was, at all material times hereto, a foreign corporation whose corporate domicile and alleged authority to do business in the State of Pennsylvania is unknown, but with its principle place of business located at/within 200 West Second Street Winston-Salem, NC 27101.

S

3. Defendant McCabe, Weisberg & Conway, LLC (Defendant attorneys) is and was, a firm in the State of Pennsylvania with a principle place of business located at/within 123 South Broad Street, Philadelphia, PA 19109.
4. Defendant CITIZENS FINANCIAL GROUP, INC d/b/a Citizens Bank (Citizens Bank) is and was, at all material times hereto, a foreign corporation whose corporate domicile and alleged authority to do business in the State of Pennsylvania is unknown, but with its principle place of business located at/within One Citizens Plaza 1 Citizens Plaza, Providence, RI 02903.
5. Jurisdiction is also based on 28 U.S. Code § 1331 as the issue in controversy arising under the Constitution, laws, or treaties of the United States.
6. At all times relevant and material hereto the named Defendants did act on their own individual behalf and as agents, servants, servicers, workmen and/or employees of each other, under each other's management, supervision, direction and control.

## **II. Background Material Facts**

1. This is a case arising from a very unfortunate and substantial injury suffered by Plaintiff, which resulted in a foreclosure case that was improperly initiated, as well substantial damage to Plaintiff's credit and financial freedom.
2. On February 27, 2017, when Dr. Smith was driving from Bryn Mawr Rehabilitation Hospital in Malvern, PA , she received the first call from BB&T that the bank had not received her payment.
3. Dr. Smith said this was impossible because since the inception of the line, payments were made on time.
4. Then, Dr. Smith was told, for the first time that day, that they were calling the entire loan.

5. Dr. Smith asked to speak with whoever was in private banking and was told that BB&T no longer had a private banking division.
6. Dr. Smith spoke to Deborah Levin, Regional Vice-President of BB&T at the Chestnut Hill Branch.
7. Ms. Levin said to not worry about it, that it was probably just because of the merger.
8. Ms. Levin had said she would take care of it and that she would be in touch, she said at most that Dr. Smith would need to complete some new documents for submission.
9. Dr. Smith worked with Ms. Levin and her Accountant, Earl Clairmont for several months, supplying all documents requested by Ms. Levin. Dr. Smith's partner, Reginald Jacques, offered to have the line restructured based on his financial assets and investment portfolio. Ms. Levin secured all of Mr. Jacques's information, however it was rejected by the bank.
10. As can be seen in these attached monthly statements, there was a \$25,000 penalty improperly placed on Dr. Smith's account with BB&T. (See Exhibits A - BB&T Maturity Letter and Monthly Statements).
11. Further, this information was brought to the attention of Kelly King, the CEO of BB&T, and Dr. Smith reported this incident in a complaint to the CFPB for unfair lending practices by BB&T. (See Exhibit B – letter to Kelly King).
12. That letter clearly shows that BB&T was made aware of the issue yet proceeded with the improper foreclosure action any way.
13. Further, the penalty was **only** removed after Dr. Smith sent the letter to Mr. King. (See Exhibits A - BB&T Maturity Letter and Monthly Statements).
14. Dr. Smith had been an excellent and valued customer of National Penn Bank and of BB&T for many years.

15. BB&T inherited an honorable customer who deserved their consideration for her many years of loyalty and responsibility to her financial obligations.
16. Dr. Smith has a home that has an abundance of equity to cover her request to keep the line as it was or restructure it with a 30-year mortgage.
17. When Dr. Smith was in the ICU at Lankenau Hospital in October 2016, upon discharge from the hospital, Dr. Smith entered in an intensive outpatient program for people with traumatic brain injury for over 18 months, and was transferred to additional outpatient treatment and care at Moss Rehabilitation Center in Philadelphia, and Elkins Park, PA. and Dr. Smith remains currently in treatment for her traumatic brain injury.
18. With full responsibility, she paid her line on time without exception.
19. Dr. Smith received two letters from BB&T dated July 12, 2017, returning portions of her payments.
20. One payment was in the amount of \$1,007.13, and the second payment was in the amount of \$563.76.
21. Both of the BB&T letters stated that the payments had been returned due to the account being placed in foreclosure.
22. With physical damage from two catastrophic car accidents, Dr. Smith continued to perform and rely on the BB&T line and her Citizens line which is now lost because of the malicious actions of BB&T.
23. Dr. Smith paid National Penn, BB&T and Citizens without fail or interruption and is now suffering for BB&T's actions.

24. The underlying Foreclosure that started the issues was filed by Defendant attorneys on October 13, 2017 at Docket number 171001672 in Philadelphia Court of Common Pleas. (see Exhibit C – Docket).
25. A case management order was issued on October 13, 2017 and a conciliation conference was scheduled for December 21, 2017.
26. Service was allegedly made on December 17, 2017.
27. The case was then listed for a case management conference on May 4, 2018.
28. The case was then remanded to the mortgage conciliation program and scheduled for a mandatory conference on June 28, 2018.
29. After attending that conference with her attorney and per order signed June 28, 2018, Dr. Smith had the second conciliation conference scheduled for September 6, 2018.
30. However, prior to that time, the case was discontinued on July 26, 2018.
31. Robert Gallo, the Citizens representative who will be discussed more later, had been informed of this, however, the damage to Dr. Smith's credit had been done and to date, has not been repaired after this improper Foreclosure was filed.
32. In May, 2018, as part of the process to try and resolve the BB&T issue and the egregious harm BB&T caused to Dr. Smith's credit, Dr. Smith and her Partner applied to Santander for a Home Equity Line of Credit in an attempt to modify the loan to bring it current.
33. This was denied, and the reasons given include a reduced credit score of 693, and also that BB&T has reported that the HELOC has been closed "requested by consumer", with no payments being made since May, 2017.
34. This is incorrect, as Dr. Smith did not request the line to be closed, and was continuing to make payments.

35. The Loan from Citizens Bank origination date of Agreement was December 11, 2002 with Citizens Bank, Business Line of Credit for Ordered Steps International, Inc.
36. The Line was in good standing for 15 years, through July 4, 2017 and Dr. Smith depended on this Line for her business operations.
37. Plaintiff and her partner were out of the country on vacation, and it was the first vacation in 11 years for Dr. Smith, since both of her automobile accidents.
38. Plaintiff and her partner returned from vacation mid-July, and her concussion symptoms escalated which delayed seeing the letters from Citizens, although payments were made on time, and Plaintiff and her partner did not see or were made aware of the Citizens correspondence of July 4<sup>th</sup> or July 31<sup>st</sup>, or August 18<sup>th</sup>, until September 13<sup>th</sup>, 2017, when Dr. Smith finally spoke with Marni Lawson, of Citizens Business Credit Services.
39. On September 13, 2017, Call #1, Dr. Smith who was in shock, spoke to Ms. Lawson asking why the line of 15 years was being cancelled and closed, and why Citizens was threatening to call the full balance as due.
40. Ms. Lawson informed Dr. Smith that her credit was pulled as a routine procedure and it was discovered that BB&T had her in foreclosure for her Scotforth Road property at case number 171001672 in the Philadelphia Court of Common Pleas.
41. Dr. Smith informed Ms. Lawson that Plaintiff and her partner were working with Univest to pay off the BB&T loan and to please not close her business line with Citizens.
42. On October 20, 2017, Call #2, Dr. Smith spoke with Ms. Lawson regarding an update that the Univest financing could not be done through a business line, and that Dr. Smith was seeking alternative financing.

43. Ms. Lawson said she would give Dr. Smith until the end of November to update her, and if she needed additional time to let her know.
44. Call #3 was on November 30, 2017, Dr. Smith spoke with Ms. Lawson about meeting with BB&T's lawyers (defendant lawyers) on December 21, 2017.
45. Dr. Smith told Ms. Lawson that Univest was unable to refinance the debt and would not go into third position.
46. Ms. Lawson told Dr. Smith to update her when it was paid in January, 2018, to send her written confirmation, and until then continue to pay the monthly payments to Citizens.
47. Call #4 was on January 8, 2018, Dr. Smith spoke with Ms. Lawson and updated her on the December 21, 2017 BB&T meeting, (attended by Dr. Smith, her partner and Doria Sutton, Esq.) that Plaintiff and her partner were working within and without the BB&T system to relieve this, and that Attorney Sutton was working with their legal back office to see how to resolve this fairly and swiftly.
48. Dr. Smith was to update Ms. Lawson on February 20, 2018, whether there was any resolution.
49. Dr. Smith was unable to call Ms. Lawson due to having a severe concussion flare-up.
50. Call #5 was on March 23, 2018 to Ms. Lawson, who said she had to turn Dr. Smith's account over to Robert Gallo in the Work Out Group, and that she was sorry that she was no longer able to keep open the account, and that Mr. Gallo would now assist her.
51. Ms. Lawson told Dr. Smith that once she passed the situation over to the group/department, she was no longer allowed to speak with Dr. Smith regarding her account.
52. Call #6 was to Robert Gallo, immediately after hanging up with Ms. Lawson, Dr. Smith explained everything to him regarding BB&T.

53. Mr. Gallo asked what happened to Univest refinancing the line.
54. Dr. Smith explained that they would not go in 3<sup>rd</sup> position.
55. Mr. Gallo stated he would give Dr. Smith an additional 1-2 weeks to provide him with a letter from BB&T stating that it had reported in error about being in foreclosure for non-payment, and that BB&T was working to rectify the situation.
56. This is the only thing that could be done to stop Plaintiff's business line at Citizens from being permanently closed, termed out, and called for the full amount due.
57. Mr. Gallo said that if he did not receive the letter within the next week, that while he may have been able to delay a bit longer, he would have to move forward to close the line permanently.
58. Mr. Gallo stated he would email Dr. Smith specific details about the loan being closed.
59. He asked what Ordered Steps International Inc., did and Dr. Smith told him that it was the training arm of her business.
60. During the months that Citizens and Dr. Smith were waiting for BB&T to remove the foreclosure status, restore her credit score of over 800, and provide a letter to Citizens, Mr. Gallo said he would keep the monthly payments in place, and try to make them as manageable as possible.
61. Mr. Gallo said that Dr. Smith was already paying principal and interest payments and should continue to make the payments until a loan modification agreement was entered.
62. Mr. Gallo knew that Dr. Smith's goal was to provide him with the letter from BB&T, to save the 16-year-old business line.
63. Dr. Smith and Mr. Gallo communicated extensively via email between March 23, 2018 and August 16, 2018 regarding these issues.

64. Then finally, in October, 2018 Citizen's closed Dr. Smith's business line of credit after 16 years in great standing for one reason only; that BB&T reported the foreclosure and lowered her credit score. (See Exhibit D – Citizens Bank Cancellation of Business Line of Credit Letter)

65. Santander has now denied Plaintiff and her partner for the second time because of BB&T's reporting of active foreclosure and now the "new" and unexplained status of the HELOC being closed "requested by consumer" which is incorrect. (See Exhibit E Santander Denial email and letter 10-23-18 and 10-26-18).

66. A CFPB (Consumer Financial Protection Bureau) complaint was filed over this issue on August 1, 2017, however, to date no resolution has occurred (See Exhibit F – CFPB Complaint.)

67. Dr. Smith's credit score was over 800 before this all started, and now it is below 700. (See Exhibits G, H and I Credit reports from July, 2017, September, 2018 and from January 23, 2019.)

**COUNT ONE – BB&T and ATTORNEY DEFENDANTS  
FDCPA VIOLATION - UNLAWFUL FORECLOSURE**

1. Plaintiff hereby incorporates by reference all preceding paragraphs as if set forth at length herein.
2. Pursuant to 10 Pa. Code § 48.3(1), (2), " A dishonest practice or conduct is characterized by a lack of truth, honesty or trustworthiness, or is deceptive or implies a willful perversion of the truth to deceive, cheat, or defraud. A fraudulent practice or conduct is characterized by deceit or trickery, an intentional perversion of the truth to induce another to part with something of value or to surrender a legal right, or an act of deceiving or misrepresenting. Fraud also includes any other definition of fraud under applicable law."

3. In this case, all defendants have performed several acts that fall into those definitions.
4. Further, through various actions enumerated in this complaint, they have also violated 2010 Pa Code Title 18 § 4911 “A person commits an offense if he: (1) knowingly makes a false entry in, or false alteration of, any record, document or thing belonging to, or received or kept by, the government for information or record, or required by law to be kept by others for information of the government; (2) makes, presents or uses any record, document or thing knowing it to be false, and with intent that it be taken as a genuine part of information or records referred to in paragraph (1) of this subsection; or (3) intentionally and unlawfully destroys, conceals, removes or otherwise impairs the verity or availability of any such record, document or thing.
5. The FDCPA applies to foreclosure collection actions such as the one brought in this case *Kaymark v. Bank of America NA*, No. 14-1816 (3d Cir. 2015).
6. As stated in the recent case, *Tepper v Amos*, No. 17-2851 3rd Cir., Aug. 7, 2018, The Court discussed the “default” test and ultimately chose to say that, based on the Supreme court case of *Henson v. Santander Consumer USA Inc.*, 137 S. Ct. 1718 (2017), it would no longer apply.
7. Instead, the court chose to follow the plain text of the statute: “an entity whose principal purpose of business is the collection of any debts is a debt collector regardless whether the entity owns the debts it collects. *Id.*
8. Further, the FDCPA is a “remedial legislation” aimed, as already noted, “to eliminate abusive debt collection practices by debt collectors.” *Kaymark v. Bank of Am.*, N.A., 783 F.3d 168, 174 (3d Cir. 2015) (quoting § 1692(e); *Caprio v. Healthcare Revenue Recovery Grp., LLC*, 709 F.3d 142, 148 (3d Cir. 2013)).

9. Importantly, it applies only to “debt collectors,” *Pollice v. Nat'l Tax Funding, L.P.*, 225 F.3d 379, 403 (3d Cir. 2000), defined as any person: (1) “who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts” (the “principal purpose” definition); or (2) “who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another” (the “regularly collects for another,” or “regularly collects,” definition).<sup>1</sup> § 1692a(6).
10. Further, and most importantly, “The FDCPA is a strict liability statute to the extent that it imposes liability without proof of an intentional violation.” *Allen ex. rel, Martin v. LaSalle Bank, N.A.*, 629 F.3d 364, 368 (3d Cir. 2011).
11. As stated previously, the Supreme Court, in *Henson v. Santander Consumer USA Inc.*, 137 S. Ct. 1718 (2017), has recently repealed the “default” test.
12. Debtors claimed that Santander Bank, which had purchased their loans already in default and attempted to collect on them, met the second definition of “debt collector,” i.e., one who “regularly collects or attempts to collect . . . debts owed or due . . . another.” *Id.* at 1721 (quoting § 1692a(6)).
13. They asserted as well that the Bank met the “principal purpose” definition, but the Court did not review that claim because it was not litigated in the District Court. *Id.*
14. The Supreme Court began “with a careful examination of the statutory text,” in particular the definition’s limitation to debts “owed . . . another.” *Id.*
15. It reasoned that “by its plain terms this language seems to focus our attention on third party collection agents working for a debt owner—not on a debt owner seeking to collect debts for itself.” *Id.*

16. This language does not suggest that “whether the owner originated the debt or came by it only through later purchase” determines if it is a debt collector. *Id.*
17. “All that matters is whether the target of the lawsuit regularly seeks to collect debts for its own account or does so for ‘another.’” *Id.*
18. Hence the Bank, which collected debts for its own account, did not meet the “regularly collects for another” definition. *Id.* at 1721–22. The Court also addressed the suggestion that everyone who attempts to collect debt is either a “debt collector” or a “creditor” with respect to a particular debt, but cannot be both. *Id.*
19. “[S]potting (without granting) th[at] premise,” it stated that a company such as the Bank, which collects on debt it purchased for its own account, “would hardly seem to be barred from qualifying as a creditor under the statute’s plain terms.” *Id.*
20. But excluded from the definition of “creditor” are those who acquire a debt after default when the debt is assigned or transferred “solely for the purpose of facilitating collection of such debt for another.” *Id.* (quoting § 1692a(4)).
21. As to the RESPA claim, the court makes clear in *Bukowski v. Wells Fargo*, that if a loan servicer fails to abide by its borrower inquiry obligations, RESPA allows a plaintiff to recover two types of damages. *Bukowski v. Wells Fargo*, No. 17-3253 3rd Cir., December 13, 2018.
22. First, the borrower may recover actual damages if he or she proves that (1) the loan servicer violated a particular RESPA requirement and (2) actual damages were sustained “as a result of the failure.” 12 U.S.C. § 2605(f)(1)(A). *See also Renfroe v. Nationstar Mortg., LLC*, 822 F.3d 1241, 1246 (11th Cir. 2016) (*citing Turner v. Beneficial Corp.*, 242 F.3d 1023, 1028 (11th Cir.2001) (en banc) (noting that ‘there must be a ‘causal link’ between the alleged

[RESPA] violation and the damages"). Second, a borrower may seek statutory damages up to \$2,000 if the damages are based on "a pattern or practice of noncompliance. . . ." 12 U.S.C. § 2605(f)(1)(B).

23. BB&T and Attorney Defendants knew, should have known, and willfully commenced a foreclosure debt collection action in the State Court as stated above.
24. The Defendants' conduct was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, damages, and harm to Plaintiff that are outlined more fully above and, as a result, Defendants are liable to compensate Plaintiff for the full amount of actual, compensatory, and punitive damages, as well as other such relief, as permitted by law.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff request that this Court enter judgment in their favor and against Defendants, as follows:

- a. Awarding Plaintiff actual damages against Defendants;
- b. Awarding Plaintiff damages for emotional distress against Defendants;
- c. Awarding Plaintiff attorneys' fees and costs against Defendants;
- d. Awarding Plaintiff punitive damages against Defendants;
- e. Imposing any other appropriate monetary sanctions against Defendants; and
- f. Any other relief that this Court deems just and proper.

#### **COUNT TWO - BB&T BREACH OF CONTRACT**

25. Plaintiff hereby incorporate by reference all preceding paragraphs as if set forth at length herein.
26. In Pennsylvania, a breach of contract action involves (1) the existence of a contract, (2) a breach of a duty imposed by the contract, and (3) damages. J.F. Walker Co., Inc. v. Excalibur Oil Group, Inc., 792 A.2d 1269 (Pa.Super.2002).

27. In a breach of contract action, damages are awarded to compensate the injured party for loss suffered due to the breach. *Maxwell v. Schaefer*, 381 Pa. 13, 21, 112 A.2d 69, 73 (1955); *Harman v. Chambers*, 358 Pa. 516, 521, 57 A.2d 842, 845 (1948); *Mancini v. Morrow*, 312 Pa.Super. 192, 204, 458 A.2d 580, 586 (1983).
28. The purpose of damages is to put the plaintiff in the position he or she would have been in but for the breach. *Id.*
29. The measure of recovery and the method of evaluation that are adopted should in every case be so adjusted as to attain as nearly as possible the purpose of our system of remedial justice. *Id.*
30. At all times relevant and material hereto the Defendants did breach the contractual terms of the loan (contract).
31. BB&T did so by improperly putting a \$25,000.00 penalty on Plaintiff's account.
32. Then, they improperly moved forward with a Foreclosure Complaint.
33. This caused the aforementioned damages.

**WHEREFORE**, the Plaintiff demand judgment against all Defendants, individually, jointly and severally for damages, interests and costs of suit including:

- a. Punitive and/or treble damages;
- b. Damages as permitted by statute;
- c. Counsel fees;
- d. All other relief this Court deems necessary and just.

**COUNT THREE - CITIZENS BANK  
BREACH OF CONTRACT**

34. Plaintiff hereby incorporate by reference all preceding paragraphs as if set forth at length herein.

35. In Pennsylvania, a breach of contract action involves (1) the existence of a contract, (2) a breach of a duty imposed by the contract, and (3) damages. J.F. Walker Co., Inc. v. Excalibur Oil Group, Inc., 792 A.2d 1269 (Pa.Super.2002).
36. In a breach of contract action, damages are awarded to compensate the injured party for loss suffered due to the breach. *Maxwell v. Schaefer*, 381 Pa. 13, 21, 112 A.2d 69, 73 (1955); *Harman v. Chambers*, 358 Pa. 516, 521, 57 A.2d 842, 845 (1948); *Mancini v. Morrow*, 312 Pa.Super. 192, 204, 458 A.2d 580, 586 (1983).
37. The purpose of damages is to put the plaintiff in the position he or she would have been in but for the breach. *Id.*
38. The measure of recovery and the method of evaluation that are adopted should in every case be so adjusted as to attain as nearly as possible the purpose of our system of remedial justice. *Id.*
39. At all times relevant and material hereto the Defendants did breach the contractual terms of the loan (contract).
40. Citizens Bank did so by canceling the line of credit based on false pretenses.
41. To their credit, they did try to work with Dr. Smith, and those pretenses were almost exclusively the fault of BB&T, but Citizens Bank still should have kept the line open, since it had received all of the facts of these issues.
42. This caused the aforementioned damages and specifically put Dr. Smith in an incredibly difficult financial position through no fault of her own and only through the malicious defamation of her credit report, even though she was current up to that time of the review by Citizens Bank.

**WHEREFORE**, the Plaintiff demand judgment against all Defendants, individually, jointly and severally for damages, interests and costs of suit including:

- e. Punitive and/or treble damages;
- f. Damages as permitted by statute;
- g. Counsel fees;
- h. All other relief this Court deems necessary and just.

**COUNT FOUR – BB&T and ATTORNEY DEFENDANTS  
RESPONDEAT SUPERIOR**

- 43. Plaintiff hereby incorporates by reference all preceding allegations as if fully set forth at length herein.
- 44. At all material times hereto, Defendant(s) Specialized Loan Servicing LLC and/or BRANCH BANKING AND TRUST COMPANY was the employer of McCabe, Weisberg & Conway, LLC.
- 45. The established doctrine of respondeat superior provides that an employer is obligated to persons harmed by employees acting in the course of their employment.
- 46. Pennsylvania follows the general rule that “a master is liable for the torts of his servant if the servant’s tortious conduct was within the scope of his employment.” Johnson v. Glenn Sand and Gravel, 453 A.2d 1048 (Pa. Super. 1982); Chuy v. Philadelphia Eagles Football Club, 595 F.2d 1265 (3rd Cir. 1979); Mauk v. Wright, 367 F. Supp. 961 (M.D.Pa., 1973); Smalich v. Westfall, 269 A.2d 476 (Pa. 1970); Ferrell v. Martin, 419 A.2d 152 (Pa. Super. 1980).

47. The determination of the precise nature of the relationship and the scope of employment is generally within the exclusive province of the jury. *Norton v. Railway Express Agency, Inc.*, 412 F.2d 112 (3d Cir. 1969); *Mauk v. Wright*, 367 F. Supp. 961 (M.D.Pa. 1973); *Anzenberger v. Nickols*, 198 A.2d 309 (Pa. 1964); *Schneider v. Albert Einstein Medical Center*, 390 A.2d 1271 (Pa. Super. 1978).
48. To maintain an action in negligence, a plaintiff must establish that the defendant (1) owed a duty of care to the plaintiff, (2) that the defendant failed to perform the duty of care, (3) the failure was the proximate cause of the plaintiff's damages, and (4) the plaintiff sustained an actual loss or injury.
49. In this case, the above facts and court pleadings show all the factors have been met.
50. As can be seen, there is a strong case for *Respondeat Superior* and as such, the employer(s) should be held responsible.

**WHEREFORE**, the Plaintiff demand judgment against all Defendants, individually, jointly and severally for damages, interests and costs of suit including:

- i. Punitive and/or treble damages;
- j. Damages as permitted by statute;
- k. Counsel fees;
- l. All other relief this Court deems necessary and just.

**COUNT FIVE – BB&T and ATTORNEY DEFENDANTS  
VIOLATION OF THE PENNSYLVANIA'S UNFAIR TRADE PRACTICES AND  
CONSUMER PROTECTION LAW (UTPCPL), 73 PA. C.S. § 201-1 ET SEQ.**

51. Plaintiff hereby incorporate by reference all preceding paragraphs as if set forth at length herein.
52. Those incorporated actions are sufficient to constitute both fraud and deceptive conduct.

53. At all times relevant and material hereto the Plaintiff were consumers of the Defendants goods and services and as such the conduct of the Defendants and the transaction was governed by the Pennsylvania's Unfair Trade Practices and Consumer Protection Law (UTPCPL), 73 Pa. C.S. § 201-1 et seq.,
54. The actions of the Defendants, individually and/or jointly, were performed in direct contradiction to their promises of superior services and conduct, but instead for their own financial self-interests, in detriment to the rights and position of the Plaintiff.

**WHEREFORE**, the Plaintiff demand judgment against all Defendants, individually, jointly and severally for damages, interests and costs of suit including:

- a. Punitive and/or treble damages;
- b. Damages as permitted by statute;
- c. Counsel fees;
- d. All other relief this Court deems necessary and just.

**COUNT SIX– BB&T and ATTORNEY DEFENDANTS**  
**DEFAMATION**

55. Plaintiffs hereby incorporate by reference all preceding allegations as if fully set forth at length herein.
56. At all times relevant herein, Defendants had published statements both orally and through writing to various credit reporting agencies, collection agencies, and/or attorneys that are false and negative representations concerning Plaintiff's credit information and history.
57. At a minimum, Defendants had published these statements each time Plaintiff had reached out to Defendants and each time other credit reporting agencies reached out to Defendants

and each time a credit reporting agency has reinvestigated any dispute raised by Plaintiffs, including but not limited to, the disputes identified herein.

58. The statements made by Defendants are false, as Plaintiff never actually defaulted on any debt that she owed to Defendants.
59. Defendants have published these statements to a number of credit reporting agencies, including the three major credit bureaus.
60. Defendants knew, or should have known, that the statements that it made were false when made and that it had no factual basis for making the statements that it did, as Plaintiffs had notified Defendants that the statements were false for the aforementioned reasons and, nevertheless, Defendants continued to publish such statements up to and through the present time.
61. The written statements and publications are libel per se.
62. The oral statements and publications are slander per se.
63. In addition, and despite the repeated notices from Plaintiff, Defendants have acted with malice by failing to communicate the information provided to it by Plaintiffs to credit reporting agencies when responding to the reinvestigation attempts of such credit reporting agencies.
64. The conduct of Defendants was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, damages, and harm to Plaintiffs that are outlined more fully above and, as a result, Defendants are liable to compensate Plaintiffs for the full amount of actual, compensatory, and punitive damages, as well as other such relief, as permitted by law.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs requests that this Court enter judgment in their favor and against Defendants, as follows:

- a. Awarding Plaintiffs actual damages against Defendants;
- b. Awarding Plaintiffs damages for emotional distress against Defendants;
- c. Awarding Plaintiffs attorneys' fees and costs against Defendants;
- d. Awarding Plaintiffs punitive damages and treble damages against Defendants;
- e. Imposing any other appropriate monetary sanctions against Defendants; and
- f. Any other relief that this Court deems just and proper.

**COUNT SEVEN – ALL DEFENDANTS**

**VIOLATION OF REAL ESTATE SETTLEMENT PROCEDURES ACT 12 USC Section 2601 et seq and 12 CFR Part 1024 (Regulation X) - EMOTIONAL DISTRESS PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT**

65. Plaintiff hereby incorporate by reference all preceding paragraphs as if set forth at length herein.
66. The actual damages portion of RESPA can be interpreted in a manner similar to the Fair Debt Collection Practices Act ("FDCPA"). *Geoffrion v. Nationstar Mortg. LLC*, 182 F. Supp. 3d 648, 664 (E.D. Tex. 2016), n.8 (citing *McLean v. GMAC Mortg. Corp.*, 595 F. Supp. 2d 1360, 1370 (S.D. Fla. 2009), aff'd, 398 Fed. App'x 467 (11th Cir. 2010)).
67. Plaintiff may therefore establish emotional damages under RESPA via their own testimony. *Geoffrion*, 182 F. Supp. 3d at 666 n.8 (citations omitted) (rejecting defendant's argument that plaintiffs could not recover mental anguish damages due to lack of expert testimony or health record evidence); see also *Guajardo v. GC Servs., LP*, 498 Fed. App'x 379, 385 (5th Cir. 2012) (finding sufficient evidence to support award of damages for mental anguish and emotional distress under FDCPA even where jury heard contradictory proof from plaintiff).

68. “[o]f the circuits that have addressed the issue, two have indicated that emotional distress damages should be allowed, while no circuit appears to have ruled that emotional damages are not allowed.” *Geoffrion*, 182 F. Supp. 3d at 663 (citing *Houston v. U.S. Bank Home Mortg. Wisconsin Servicing*, 505 Fed. App’x 543, 548, 548 n.6 (6th Cir. 2012) and *Catalan v. GMAC Mortg. Corp.*, 629 F.3d 676, 696 (7th Cir. 2011)).

69. In *Houston*, the Sixth Circuit stated that it found “nothing in the text of § 2605(f), or in RESPA more broadly, to preclude ‘actual damages’ from including emotional damages, provided that they are adequately proven.” 505 Fed. App’x at 548 (holding that genuine issue of material fact existed regarding whether defendant caused plaintiff to suffer emotional damages under RESPA where plaintiff averred that she experienced “stress, mental anguish, embarrassment, and humiliation.”).

70. Here, based on the aforementioned facts, Plaintiff has presented more than enough evidence for emotional damages caused by Defendants in this matter.

71. Both BB&T and eventually Citizens Bank caused Dr. Smith tremendous financial hardship, which resulted in a further deterioration of her already tenuous position to begin with.

72. This caused incredible emotional distress, which further exacerbated Dr. Smith’s physical ailments as well as discussed above.

**WHEREFORE**, the Plaintiff demand judgment against all Defendants, individually, jointly and severally for damages, interests and costs of suit including:

- a. Punitive and/or treble damages;
- b. Damages as permitted by statute;
- c. Counsel fees;

d. All other relief this Court deems necessary and just.

**COUNT EIGHT – BB&T and ATTORNEY DEFENDANTS**

**VIOLATION OF THE FCRA**

73. Plaintiffs hereby incorporate by reference all preceding allegations as if fully set forth at length herein.
74. Defendants have violated the Fair Credit Reporting Act (the “FCRA”), 15 U.S.C. § 1681, et seq.
75. At all times pertinent hereto, Defendants was a “person” as that term is defined by 15 U.S.C. § 1681a(b).
76. During the course of the issues in this matter, Defendants reported false and derogatory information to a number of credit reporting agencies regarding Dr. Smith’s account.
77. Plaintiffs contacted Defendants on a number of occasions to dispute any derogatory information that was reported.
78. Despite Plaintiff’s concerns, however, Defendants ignored those concerns and continued to report false and derogatory information to numerous credit reporting agencies.
79. Thus, Defendants violated sections 1681n and 1681o of the FCRA by engaging in the following conduct:
  - a. willfully and negligently reporting false derogatory information to various credit reporting agencies regarding Plaintiff’s account;
  - b. willfully and negligently failing to conduct an investigation of the inaccurate information that Plaintiff disputed;
  - c. willfully and negligently failing to review all relevant information concerning Plaintiff’s account provided to Defendants;
  - d. willfully and negligently failing to report the results of investigations to the relevant consumer reporting agencies;
  - e. willfully and negligently failing to report the inaccurate status of the inaccurate information to all credit reporting agencies;
  - f. willfully and negligently failing to properly participate, investigate, and comply with the reinvestigations that were conducted by any and all credit

- reporting agencies concerning the inaccurate information disputed by Plaintiffs;
- g. willfully and negligently failing to provide any and all credit reporting agencies with the factual information and evidence that Plaintiff submitted to Defendants, and which proved that the information concerning Plaintiff's credit reports was inaccurate;
- h. willfully and negligently continuing to furnish and disseminate inaccurate and derogatory credit, account, and other information concerning Plaintiffs to the credit reporting agencies and other entities; and
- i. willfully and negligently failing to comply with the requirements imposed on furnishers of information pursuant to 15 U.S.C. § 1581s-2(b).

80. Defendants' conduct was a direct and proximate cause, as well as a substantial factor, in causing the serious injuries, damages, and harm to Plaintiffs in this matter.

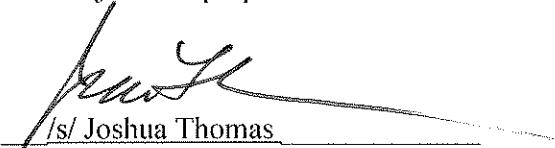
81. Accordingly, Defendants has violated the FCRA and Plaintiffs is entitled to relief herein.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs requests that this Court enter judgment in their favor and against Defendants, as follows:

- a. Awarding Plaintiffs actual damages against Defendants;
- b. Awarding Plaintiffs damages for emotional distress against Defendants;
- c. Awarding Plaintiffs attorneys' fees and costs against Defendants;
- d. Awarding Plaintiffs punitive damages and treble damages against Defendants;
- e. Imposing any other appropriate monetary sanctions against Defendants; and
- f. Any other relief that this Court deems just and proper.

Dated:

  
/s/ Joshua Thomas

Joshua L. Thomas & Associates, PLLC  
Joshua L. Thomas, Esq.  
Supreme Court ID No. 312476  
225 Wilmington-West Chester Pike  
Suite 200  
Chadds Ford, PA 19317  
Phone: 215-806-1733  
Fax: 888-314-8910  
E-mail: JoshuaLThomas@gmail.com

# EXHIBIT A



**Branch Banking and Trust Company**

BB&T DRL LMU Mortgage Loan Default  
Mailcode: 527-99-03-40  
7701 Airport Center Drive  
Greensboro, NC 27409  
Main (866) 909-4852

August 23, 2017

Robin L Smith  
PO Box 4061  
Philadelphia PA 19118

Re: 92807733416001  
Matured Equity Line of Credit

Dear Dr. Smith:

BB&T has received your letter requesting assistance with your matured line of credit. In your letter you reported your dissatisfaction with the servicing of your loan. The line of credit matured December, 2016.

Upon receipt, the request was forwarded to our Mortgage Default group for review and research. The result of our research follows below:

- Monthly statements were mailed to your PO Box address each month and these statements reported the matured line status with full balance due beginning with the statement dated January 13, 2017.
- A request to modify the line of credit was approved with a 15 year amortization contingent on verification of cash flow or source of funds to meet the debt obligation.
- You declined the terms of the modification.
- After repeated attempts, BB &T was unable to obtain documentation to support the ability to repay the loan through ongoing cash flow, pending sale of an asset sufficient to cover the debt or other source of assistance.
- The late fee assessed for the matured line has been waived by the bank.
- A credit dispute request has been submitted to the CBI reporting group to research. BB&T will notify CBI agencies if any errors have occurred in reporting.
- A copy of maturing line notice has been included.
- A refinance of the debt is the only option available at this time.

Sincerely

DRL/ Mortgage Default Group



November 5, 2016

8200 5118610 001-93-01-16 E  
ROBIN L. SMITH  
PO BOX 4061  
PHILADELPHIA, PA 19118-8061

Dear ROBIN L SMITH:

Your BB&T Home Equity Line of Credit xxxxxxxx16001 is set to mature on 12/15/2016. Upon maturity, as stated in the terms and conditions of your line of credit agreement, funds cannot be advanced from your account after the date listed above. Please be aware your payment may change at maturity as well. Our lines of credit have several default repayment structures such as a minimum monthly payment of 2.5 % of the balance or \$100, whichever is greater, or a pay-in-full repayment term at maturity. Please check your original agreement or speak with a local loan officer to identify your repayment structure after your line maturity date.

We want to remind you for the past several years your BB&T Home Equity Line of Credit has provided an easily accessible source of funds that could be used for any financial need you encountered. We are committed to providing you with proactive, consultative service, and we would love the opportunity to talk with you about the lending options at BB&T.

Please contact the loan specialist at the financial center below. We will be happy to answer any questions you have or discuss any other products and solutions that may be of benefit to you. Thank you for banking with BB&T.

Sincerely,  
Retail Loan Specialist  
PHILADELPHIA - ONE PENN CENTER  
215-448-9620



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With BB&T OnLine, you can check balances, transfer funds between accounts, monitor your daily transaction activity, pay bills and much more. To sign up for BB&T OnLine, visit BBT.com today or call 1-800-BANK BBT (1-800-226-5228).

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BB&T Phone24  
2586 James B White Hwy  
Whiteville NC 28472-8974



ILPASTDU 1799

Account:	*****#3341-6001	Date:	February 22, 2017
Amount Due:	\$246,631.26	Total Due:	\$270,194.37
Unpaid Interest:	\$0.00	Interest Rate:	5.00000%
Unpaid Late Charges:	\$24,663.12	Daily Interest:	\$33.63
		Current Late Charge:	\$20.00

According to our records, your loan payment is past due. If payment has already been made, please accept this notice as a thank you. Please understand if we do not receive your payment promptly, your delinquency could be reported to the credit bureau.

If your loan is secured by your home, please call HUD at 1-800-569-4287 for homeowner counseling. If you have questions about your past due status, please call 1-800-222-1913.

Thank you for your prompt attention to this matter.

Equal Housing Lender. Member FDIC.



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BB&T Phone24  
2566 James B White Hwy  
Whiteville NC 28472-8974

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IPASTDU (161)

Account:	*****3341-6001	Date:	March 22, 2017
Amount Due:	\$246,673.01	Total Due:	\$270,288.64
Unpaid Interest:	\$0.00	Interest Rate:	5.00000%
Unpaid Late Charges:	\$23,715.53	Daily Interest:	\$33.63
		Current Late Charge:	\$104.26

According to our records, your loan payment is past due. If payment has already been made, please accept this notice as a thank you. Please understand if we do not receive your payment promptly, your delinquency could be reported to the credit bureau.

If your loan is secured by your home, please call HUD at 1-800-569-4287 for homeowner counseling. If you have questions about your past due status, please call 1-800-222-1013.

Thank you for your prompt attention to this matter.

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With BB&T OnLine, you can check balances, transfer funds between accounts, monitor your daily transaction activity, pay bills and much more. To sign up for BB&T OnLine, visit BBT.com today or call 1-800-BANK BBT (1-800-224-5228).

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BB&T Phone24  
2586 James B White Hwy  
Whiteville NC 28472-5974

I would like to learn more about BB&T OnLine.

Best time to call: \_\_\_\_\_



ILPASTDU 5505

Account:	*****3341-6001	Date:	April 21, 2017
Amount Due:	\$247,615.88	Total Due:	\$270,392.80
Unpaid Interest:	\$0.00	Interest Rate:	6.00000%
Unpaid Late Charges:	\$22,777.12	Daily Interest:	\$33.63
		Current Late Charge:	\$100.90

According to our records, your loan payment is past due. If payment has already been made, please accept this notice as a thank you. Please understand if we do not receive your payment promptly, your delinquency could be reported to the credit bureau.

If your loan is secured by your home, please call HUD at 1-800-569-4287 for homeowner counseling. If you have questions about your past due status, please call 1-800-222-1913.

Thank you for your prompt attention to this matter.

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With BB&T OnLine, you can check balances, transfer funds between accounts, monitor your daily transaction activity, pay bills and much more. To sign up for BB&T OnLine, visit BBT.com today or call 1-800-BANK BBT (1-800-226-5226).

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ILPASTDU 1635

Account:	*****3341-6001	Date:	May 22, 2017
Amount Due:	\$248,624.71	Total Due:	\$270,493.70
Unpaid Interest:	\$0.00	Interest Rate:	5.00000%
Unpaid Late Charges:	\$21,868.99	Daily Interest:	\$33.57
		Current Late Charge:	\$56.37

According to our records, your loan payment is past due. If payment has already been made, please accept this notice as a thank you. Please understand if we do not receive your payment promptly, your delinquency could be reported to the credit bureau.

If your loan is secured by your home, please call HUD at 1-800-569-4287 for homeowner counseling. If you have questions about your past due status, please call 1-800-222-1913.

Thank you for your prompt attention to this matter.

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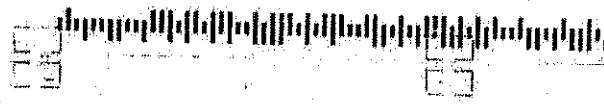
With BB&T OnLine, you can check balances, transfer funds between accounts, monitor your daily transaction activity, pay bills and much more. To sign up for BB&T OnLine, visit BBT.com today or call 1-800-BANK BBT (1-800-226-5228).

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BB&T Phone24  
2586 James B White Hwy  
Whiteville NC 28472-8974



ILPASTDU 17/3

Account:	*****3341-6001	Date:	June 22, 2017
Amount Due:	\$249,188.47	Total Due:	\$271,113.83
Unpaid Interest:	\$0.00	Interest Rate:	6.00000%
Unpaid Late Charges:	\$21,925.36	Daily Interest:	\$33.57
		Current Late Charge:	\$100.71

According to our records, your loan payment is past due. If payment has already been made, please accept this notice as a thank you. Please understand if we do not receive your payment promptly, your delinquency could be reported to the credit bureau.

If your loan is secured by your home, please call HUD at 1-800-569-4287 for homeowner counseling. If you have questions about your past due status, please call 1-800-222-1913.

Thank you for your prompt attention to this matter.

Equal Housing Lender. Member FDIC.



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With BB&T OnLine, you can check balances, transfer funds between accounts, monitor your daily transaction activity, pay bills and much more. To sign up for BB&T OnLine, visit BBT.com today or call 1-800-BANK BBT (1-800-226-5228).

I would like to learn more about BB&T OnLine.

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BB&T Phone24  
2586 James B White Hwy  
Whiteville NC 28472-8974



ILPASTOU 5755

Account:	*****3341-6001	Date:	July 21, 2017
Amount Due:	\$250,195.60	Total Due:	\$272,221.67
Unpaid Interest:	\$0.00	Interest Rate:	5.00000%
Unpaid Late Charges:	\$22,026.07	Daily Interest:	\$33.57
		Current Late Charge:	\$104.07

According to our records, your loan payment is past due. If payment has already been made, please accept this notice as a thank you. Please understand if we do not receive your payment promptly, your delinquency could be reported to the credit bureau.

If your loan is secured by your home, please call HUD at 1-800-569-4287 for homeowner counseling. If you have questions about your past due status, please call 1-800-222-1913.

Thank you for your prompt attention to this matter.

Equal Housing Lender. Member FDIC.



Enjoy stress free account management!

BB&T offers several ways to manage your account, including BB&T OnLine®, BB&T Phone24, (1-800-BANK BBT), and BB&T ATMs.

With BB&T OnLine, you can check balances, transfer funds between accounts, monitor your daily transaction activity, pay bills and much more. To sign up for BB&T OnLine, visit BBT.com today or call 1-800-BANK BBT (1-800-226-5228).

I would like to learn more about BB&T OnLine.

Best time to call: \_\_\_\_\_



IPASTDU 1927

Account:	*****3341-8001	Date:	August 22, 2017
Amount Due:	\$251,236.32	Total Due:	\$251,340.39
Unpaid Interest:	\$0.00	Interest Rate:	5.00000%
Unpaid Late Charges:	\$104.07	Daily Interest:	\$33.67
		Current Late Charge:	\$104.07

According to our records, your loan payment is past due. If payment has already been made, please accept this notice as a thank you. Please understand if we do not receive your payment promptly, your delinquency could be reported to the credit bureau.

If your loan is secured by your home, please call HUD at 1-800-569-4287 for homeowner counseling. If you have questions about your past due status, please call 1-800-222-1913.

Thank you for your prompt attention to this matter.

Equal Housing Lender. Member FDIC.



Enjoy stress free account management!

BB&T offers several ways to manage your account, including BB&T OnLine®, BB&T Phone24 (1-800-BANK BBT), and BB&T ATMs.

With BB&T OnLine, you can check balances, transfer funds between accounts, monitor your daily transaction activity, pay bills and much more. To sign up for BB&T OnLine, visit BBT.com today or call 1-800-BANK BBT (1-800-226-5228).

I would like to learn more about BB&T OnLine.

Best time to call: \_\_\_\_\_



ILPASTOU 5713

Account:	*****3341-6001	Date:	September 22,
2017			
Amount Due:	\$252,277.03	Total Due:	\$252,485.17
Unpaid Interest:	\$0.00	Interest Rate:	6.00000%
Unpaid Late Charges:	\$208.14	Daily Interest:	\$33.57
		Current Late Charge:	\$100.71

According to our records, your loan payment is past due. If payment has already been made, please accept this notice as a thank you. Please understand if we do not receive your payment promptly, your delinquency could be reported to the credit bureau.

If your loan is secured by your home, please call HUD at 1-800-569-4287 for homeowner counseling. If you have questions about your past due status, please call 1-800-222-1913.

Thank you for your prompt attention to this matter.

Equal Housing Lender. Member FDIC.

# EXHIBIT B

**Dr. Robin L. Smith**

---

**From:** Dr. Robin L. Smith [drrobin@drrobinsmith.com]  
**Sent:** Wednesday, March 01, 2017 2:35 PM  
**To:** 'Earl Clairmont'  
**Cc:** Deborah Levin (DLevin@BBandT.com); 'Sherry Rider'  
**Subject:** Dr. Robin L. Smith - BB&T Home Equity Line  
**Importance:** High

Hi Earl,

I received a call yesterday from the BB&T call center informing me that my Home Equity Line payment was late. I knew that was impossible as I pay it each month by check. As I inquired further trying to get information from the call center representative, she said that my line had matured. As you know, Greg Miraglia was my private banker, followed by Christopher Reed. I learned only yesterday that both Greg and Chris are no longer with BB&T. I had no idea that Greg and Christopher gone and that my account had not been assigned to a new wealth management advisor.

Debbie Levin was the VP at Sovereign Bank in 2005 and she played a significant role in my jumbo loan/mortgage being approved. Debbie has been with National Penn/BB&T for over 10 years and will be handling my banking needs at BB&T going forward. I met with Debbie this morning at her office in the Chestnut Hill Branch and she said she will handle my the Home Equity Line account.

Please send Debbie:

- Personal Income Statement
- Two years of Income taxes

Please provide Debbie with any additional information she needs to redo/renew my Home Equity Line.

Thank you,

Robin

Dr. Robin L. Smith  
FEARLESS WON LLC  
Telephone: (215) 790-1160  
Email: [drrobin@drrobinsmith.com](mailto:drrobin@drrobinsmith.com)  
Website: [www.drrobinsmith.com](http://www.drrobinsmith.com)

**Dr. Robin L. Smith**

**From:** Dr. Robin L. Smith [drrobin@drrobinsmith.com]  
**Sent:** Monday, March 06, 2017 11:39 AM  
**To:** 'Sherry Rider'  
**Cc:** 'Earl Clairmont'; Lisa Shendge  
**Subject:** FW: Dr. Robin L. Smith - BB&T Home Equity Line

**Importance:** High

Hi Sherry,

I am following up to see if Debbie Levin was forwarded the information she requested.

Thank you,

Dr. Robin

Dr. Robin L. Smith  
FEARLESS WON LLC  
Telephone: (215) 790-1160  
Email: [drrobin@drrobinsmith.com](mailto:drrobin@drrobinsmith.com)  
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**Cc:** Deborah Levin ([DLevin@BBandT.com](mailto:DLevin@BBandT.com)); 'Sherry Rider'

**Subject:** Dr. Robin L. Smith - BB&T Home Equity Line

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**Dr. Robin L. Smith**

---

**From:** Levin, Deborah [DLevin@BBandT.com]  
**Sent:** Friday, July 21, 2017 12:11 PM  
**To:** Dr. Robin L. Smith  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit

I passed this on to underwriting. I will be on vacation next week.

**From:** Dr. Robin L. Smith [mailto:[drrobin@drrobinsmith.com](mailto:drrobin@drrobinsmith.com)]  
**Sent:** Thursday, July 20, 2017 5:37 PM  
**To:** Levin, Deborah  
**Subject:** Dr. Robin L. Smith - Home Equity Line Of Credit  
**Importance:** High

Dear Debbie,

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I will not allow BB&T to exploit and harm me further by attempting to get more than the principle owed, especially at this very difficult medical time in my life. These last 9 months have been full of more challenges than imaginable. I hope that this matter can be resolved respectfully and in a timely manner. I have worked my entire adult life to build stellar credit and a reputation to match. I will not allow BB&T to tarnish and diminish my life, my integrity, my healing and my recovery.

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*distribution or copying of the message is strictly prohibited. If you received this message in error, please delete the material from your system without reading the content and notify the sender immediately of the inadvertent transmission.*

**Dr. Robin L. Smith**

**From:** Levin, Deborah [DLevin@BBandT.com]  
**Sent:** Tuesday, August 01, 2017 3:24 PM  
**To:** Dr. Robin L. Smith  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit

Hi Robin,  
How did you make out with Reggie's Bank?

**From:** Dr. Robin L. Smith [mailto:[drrobin@drrobinsmith.com](mailto:drrobin@drrobinsmith.com)]  
**Sent:** Monday, July 31, 2017 10:55 PM  
**To:** Levin, Deborah  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit  
**Importance:** High

Dear Debbie,

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I request that, Mr. Kelly S. King, Chairman & CEO of BB&T, receives this communication and all others from me in regards to this matter, allowing him and his executive team the opportunity to remedy this unfortunate and aggressive action that BB&T has initiated against me. I have been a loyal and dedicated customer of National Penn Bank and now of BB&T, and am horrified at the unjust, and what could be considered an unlawful action of BB&T.

As we discussed, I was involved in a very serious automobile accident on October 1, 2016, which left me injured and in ICU at Lankenau Hospital in Wynnewood, PA. I was diagnosed with a serious concussion and I continue to remain in weekly treatment at Bryn Mawr Rehabilitation Hospital in Malvern, PA in their brain injury unit for this medical trauma.

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I look forward to resolving this matter in a way that is mutually agreeable to both parties.

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Website: [www.drobinsmith.com](http://www.drobinsmith.com)

**From:** Dr. Robin L. Smith [mailto:[drobin@drobinsmith.com](mailto:drobin@drobinsmith.com)]  
**Sent:** Monday, July 24, 2017 12:11 AM  
**To:** 'Levin, Deborah'  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit  
**Importance:** High

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Debbie, this must be stopped now! BB&T is in the process of ruining my excellent credit and threatening to foreclose on my home with no real attempt to resolve this matter fairly. If pushed, I will involve my lawyer and the media.

Please advise.

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Website: [www.drobinsmith.com](http://www.drobinsmith.com)

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**Sent:** Friday, July 21, 2017 12:11 PM  
**To:** Dr. Robin L. Smith  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit

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**Dr. Robin L. Smith**

**From:** Levin, Deborah [DLevin@BBandT.com]  
**Sent:** Wednesday, August 02, 2017 3:02 PM  
**To:** Dr. Robin L. Smith  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit

Hello Robin,  
Have you gotten anywhere with your search?

---

**From:** Dr. Robin L. Smith [mailto:[drrobin@drrobinsmith.com](mailto:drrobin@drrobinsmith.com)]  
**Sent:** Monday, July 31, 2017 10:55 PM  
**To:** Levin, Deborah  
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**To:** 'Levin, Deborah'  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit  
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**From:** Levin, Deborah [mailto:[DLevin@BBandT.com](mailto:DLevin@BBandT.com)]  
**Sent:** Friday, July 21, 2017 12:11 PM  
**To:** Dr. Robin L. Smith  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit

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**Sent:** Thursday, July 20, 2017 5:37 PM  
**To:** Levin, Deborah  
**Subject:** Dr. Robin L. Smith - Home Equity Line Of Credit  
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**Dr. Robin L. Smith**

**From:** Levin, Deborah [DLevin@BBandT.com]  
**Sent:** Friday, August 04, 2017 4:59 PM  
**To:** Dr. Robin L. Smith  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit

The longer the account sits in a delinquent status the more harm to your credit, and the more fees will be incurred. If you have another institution who can refinance this for you, it would definitely be to your benefit to get it done as soon as possible.

**From:** Dr. Robin L. Smith [mailto:[drrobin@drrobinsmith.com](mailto:drrobin@drrobinsmith.com)]  
**Sent:** Thursday, August 03, 2017 10:43 PM  
**To:** Levin, Deborah  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit

Hello Debbie,

We are exploring all options and will keep you posted. Any updates on your end?

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**From:** Levin, Deborah [mailto:[DLevin@BBandT.com](mailto:DLevin@BBandT.com)]  
**Sent:** Wednesday, August 02, 2017 3:02 PM  
**To:** Dr. Robin L. Smith  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit

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Have you gotten anywhere with your search?

**From:** Dr. Robin L. Smith [mailto:[drrobin@drrobinsmith.com](mailto:drrobin@drrobinsmith.com)]  
**Sent:** Monday, July 31, 2017 10:55 PM  
**To:** Levin, Deborah  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit  
**Importance:** High

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**To:** 'Levin, Deborah'  
**Subject:** RE: Dr. Robin L. Smith - Home Equity Line Of Credit  
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**To:** Levin, Deborah  
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**Importance:** High

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**Dr. Robin L. Smith**

---

**From:** Levin, Deborah [DLevin@BBandT.com]  
**Sent:** Thursday, August 10, 2017 3:28 PM  
**To:** Dr. Robin L. Smith  
**Cc:** Khazali, Kaled  
**Subject:** Letter from November 26, 2016  
**Attachments:** maturity letter.pdf

Good Morning Robin,  
Here is the letter.

Deborah G. Levin  
Market Leader III  
BB&T Vice President  
Chestnut Hill Branch  
P: 215-247-4801 F: 215-247-7790  
Email: [DLevin@BBandT.com](mailto:DLevin@BBandT.com)

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November 5, 2016

6200 5118610 001-93-01-16      E  
ROBIN L SMITH  
PO BOX 4061  
PHILADELPHIA, PA 19118-8061

Dear ROBIN L SMITH:

Your BB&T Home Equity Line of Credit xxxxxxxx16001 is set to mature on 12/15/2016. Upon maturity, as stated in the terms and conditions of your line of credit agreement, funds cannot be advanced from your account after the date listed above. Please be aware your payment may change at maturity as well. Our lines of credit have several default repayment structures such as a minimum monthly payment of 2.5 % of the balance or \$100, whichever is greater, or a pay-in-full repayment term at maturity. Please check your original agreement or speak with a local loan officer to identify your repayment structure after your line maturity date.

We want to remind you for the past several years your BB&T Home Equity Line of Credit has provided an easily accessible source of funds that could be used for any financial need you encountered. We are committed to providing you with proactive, consultative service, and we would love the opportunity to talk with you about the lending options at BB&T.

Please contact the loan specialist at the financial center below. We will be happy to answer any questions you have or discuss any other products and solutions that may be of benefit to you. Thank you for banking with BB&T.

Sincerely,  
Retail Loan Specialist  
PHILADELPHIA - ONE PENN CENTER  
215-448-9620

**Dr. Robin L. Smith**

---

**From:** Levin, Deborah [DLevin@BBandT.com]  
**Sent:** Thursday, August 31, 2017 12:24 PM  
**To:** Dr. Robin L. Smith  
**Cc:** Khazali, Kaled; Harding, Kimberly  
**Subject:** FW: Robin Smith  
**Attachments:** image2017-08-23-095451.pdf

Hello Robin,  
Attached you will find the response that was mailed August 23, 2017.

**From:** Jordan, Steven  
**Sent:** Thursday, August 31, 2017 11:52 AM  
**To:** Harding, Kimberly  
**Cc:** Levin, Deborah; Khazali, Kaled  
**Subject:** FW: Robin Smith

See below and attached.

A response was mailed August 23.

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# EXHIBIT C



# The Philadelphia Courts Civil Docket Access



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## Civil Docket Report

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### Case Description

**Case ID:** 171001672  
**Case Caption:** BRANCH BANKING AND TRUST COMPANY VS SMITH  
**Filing Date:** Friday , October 13th, 2017  
**Court:** MORTGAGE FORECLOSURE  
**Location:** City Hall  
**Jury:** NON JURY  
**Case Type:** RESIDENTIAL OWNER OCCUPIED-MR  
**Status:** PRAECIPE TO DISCONTINUE

### Related Cases

No related cases were found.

### Case Event Schedule

No case events were found.

### Case motions

No case motions were found.

### Case Parties

Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	OTTLEY, JACOB M
<b>Address:</b>	215 S BROAD ST 5TH FLOOR PHILADELPHIA PA 19109 (215)735-5525	<b>Aliases:</b>	<i>none</i>	
2	1		PLAINTIFF	BRANCH BANKING AND TRUST COMPANY
<b>Address:</b>	301 COLLEGE ST GREENVILLE SC 29601	<b>Aliases:</b>	<i>none</i>	

3			DEFENDANT	SMITH, ROBIN L
<b>Address:</b>	8905 CARLISLE RD GLENDALE PA 19038	<b>Aliases:</b>	<i>none</i>	
4	1		ATTORNEY FOR PLAINTIFF	GAIRO, MARGARET
<b>Address:</b>	123 S BROAD ST SUITE 2080 PHILADELPHIA PA 19109 (215)790-1010	<b>Aliases:</b>	<i>none</i>	
5			JUDGE	ANDERS, DANIEL J
<b>Address:</b>	ROOM 292 CITY HALL PHILADELPHIA PA 19107	<b>Aliases:</b>	<i>none</i>	
6	1		ATTORNEY FOR PLAINTIFF	MARKOWITZ, ANDREW L
<b>Address:</b>	SUITE 1400 123 SOUTH BROAD STREET PHILADELPHIA PA 19109 (215)790-1010	<b>Aliases:</b>	<i>none</i>	

### Docket Entries

Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/Entry Date
13-OCT-2017 10:21 AM	ACTIVE CASE			13-OCT-2017 03:35 PM
<b>Docket Entry:</b>	E-Filing Number: 1710030652			
13-OCT-2017 10:21 AM	COMMENCEMENT OF CIVIL ACTION	OTTLEY, JACOB M		13-OCT-2017 03:35 PM

<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">Final Cover</a>			<a href="#">Click HERE to purchase all documents related to this one docket entry</a>
<b>Docket Entry:</b>	<i>none.</i>			
13-OCT-2017 10:21 AM	COMPLAINT FILED NOTICE GIVEN	OTTLEY, JACOB M	\$253,284.16	13-OCT-2017 03:35 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">CMSC171012.PDF</a>			<a href="#">Click HERE to purchase all documents related to this one docket entry</a>
<b>Docket Entry:</b>	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED. NOTICE OF INTENT UNDER ACT 6 HAS BEEN SENT TO THE DEFENDANT.			
13-OCT-2017 10:21 AM	SHERIFF'S SURCHARGE 1 DEFT	OTTLEY, JACOB M		13-OCT-2017 03:35 PM
<b>Docket Entry:</b>	<i>none.</i>			
13-OCT-2017 10:21 AM	CASE MANAGEMENT ORDER ISSUED	OTTLEY, JACOB M		13-OCT-2017 03:35 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">MR CM Order</a>			<a href="#">Click HERE to purchase all documents related to this one docket entry</a>
<b>Docket Entry:</b>	<i>none.</i>			
13-OCT-2017 03:35 PM	CONCILIATION CONF SCHEDULED			13-OCT-2017 03:35 PM
<b>Docket Entry:</b>	SCHEDULED FOR CONCILIATION CONFERENCE ON DECEMBER 21, 2017, AT 09:00 AM AT THE CITY HALL, ROOM 676.			
01-NOV-2017 10:36 AM	ATTEMPTED SERVICE - NOT FOUND	GAIRO, MARGARET		02-NOV-2017 09:53 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">MX-M654N_20171101_093413_030.pdf</a>			<a href="#">Click HERE to purchase all documents related to this one docket entry</a>
<b>Docket Entry:</b>	ROBIN L SMITH NOT FOUND ON 10/22/2017. (FILED ON BEHALF OF BRANCH BANKING AND TRUST COMPANY)			

04-DEC-2017 03:34 PM	MOTION FOR ALTERNATIVE SERVICE	OTTLEY, JACOB M		04-DEC-2017 04:22 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <u>MASC171204 ROBIN S.pdf</u> <a href="#">Motion CoverSheet Form</a>			
<b>Docket Entry:</b>	89-17120389 MOTION FOR ALTERNATIVE SERVICE (FILED ON BEHALF OF BRANCH BANKING AND TRUST COMPANY)			
05-DEC-2017 11:06 AM	MOTION ASSIGNED			05-DEC-2017 11:06 AM
<b>Docket Entry:</b>	89-17120389 MOTION FOR ALTERNATIVE SERVICE ASSIGNED TO JUDGE: ANDERS, DANIEL J. ON DATE: DECEMBER 05, 2017			
06-DEC-2017 10:19 AM	ORDER ENTERED/236 NOTICE GIVEN	ANDERS, DANIEL J		06-DEC-2017 10:19 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <u>ORDER_10.pdf</u>			
<b>Docket Entry:</b>	89-17120389 AND NOW, THIS 5H DAY OF DECEMBER, 2017, THE PLAINTIFF IS GRANTED LEAVE TO SERVE PROCESS IN THIS MORTGAGE FORECLOSURE ACTION UPON THE DEFENDANT, ROBIN L. SMITH, BY REGULAR MAIL AND BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO HER LAST-KNOWN ADDRESS OF 8905 CARLISLE ROAD, GLENSIDE, PENNSYLVANIA, PA 19119..... BY THE COURT: ANDERS, J. 12/05/2017			
06-DEC-2017 10:19 AM	NOTICE GIVEN UNDER RULE 236			06-DEC-2017 11:31 AM
<b>Docket Entry:</b>	NOTICE GIVEN ON 06-DEC-2017 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 06-DEC-2017.			
07-DEC-2017 11:51 AM	PRAECIPE TO REINSTATE CMPLT	MARKOWITZ, ANDREW L		07-DEC-2017 11:59 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <u>PRTS171207 ROBIN.pdf</u>			
<b>Docket Entry:</b>	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 REINSTATED. (FILED ON BEHALF OF BRANCH BANKING AND TRUST COMPANY)			

21-DEC-2017 03:27 PM	AFFIDAVIT OF SERVICE FILED	GAIRO, MARGARET		21-DEC-2017 03:58 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents MX-M654N 20171221 160850 001.pdf</a>			
<b>Docket Entry:</b>	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON ROBIN L SMITH BY POSTING PREMISES ON 12/17/2017 FILED. (FILED ON BEHALF OF BRANCH BANKING AND TRUST COMPANY)			
26-DEC-2017 10:20 AM	WAITING-LIST CONCL-SERV ISSUE	ROBINSON, ROSALYN K		26-DEC-2017 10:20 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents CLSRV 14.pdf</a>			
<b>Docket Entry:</b>	UPON CONSIDERATION OF THE INFORMATION PROVIDED TO THE COURT, IT IS HEREBY ORDERED AND DECREED THAT THE COMPLAINT AND CASE MANAGEMENT ORDER HAVING NOT BEEN SERVED ON DEFENDANT(S), THE CONCILIATION CONFERENCE IS CANCELLED. A RULE HEARING SHALL BE SCHEDULED FOR PLAINTIFF TO EXPLAIN WHY SERVICE HAS NOT BEEN EFFECTUATED AND WHY A JUDGMENT OF NON PROS SHOULD NOT BE ENTERED. ...BY THE COURT: ROBINSON, J., 12/21/2017			
26-DEC-2017 10:20 AM	NOTICE GIVEN UNDER RULE 236			27-DEC-2017 08:52 AM
<b>Docket Entry:</b>	NOTICE GIVEN ON 27-DEC-2017 OF WAITING-LIST CONCL-SERV ISSUE ENTERED ON 26-DEC-2017.			
26-DEC-2017 10:20 AM	WAITING TO LIST RULE DATE			26-DEC-2017 12:00 AM
<b>Docket Entry:</b>	none.			
02-JAN-2018 01:15 PM	AFFIDAVIT OF SERVICE FILED	OTTLEY, JACOB M		02-JAN-2018 01:36 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents AFSS180102.pdf</a>			
<b>Docket Entry:</b>	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON ROBIN L SMITH BY POSTING PREMISES,CERTIFIED MAIL ON 12/17/2017 FILED. (FILED ON BEHALF OF BRANCH BANKING AND TRUST COMPANY)			

05-MAR-2018 03:20 PM	LISTED FOR CASE MGMT CONF			05-MAR-2018 03:20 PM
<b>Docket Entry:</b>	<i>none.</i>			
05-MAR-2018 03:20 PM	CONFERENCE DATE SET			05-MAR-2018 03:20 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <u>CLCDS_19.pdf</u>		<a href="#">Click HERE to purchase all documents related to this one docket entry</a>	
<b>Docket Entry:</b>	SCHEDULING ORDER ISSUED. MATTER LISTED FOR CASE MANAGEMENT CONFERENCE ON Friday, May 04, 2018, AT 09:30 AM, IN Courtroom 243 City Hall. NOTICE OF THIS EVENT SENT TO ALL COUNSEL OF RECORD AND UNREPRESENTED PARTIES.			
05-MAR-2018 03:20 PM	NOTICE GIVEN UNDER RULE 236			08-MAR-2018 11:07 AM
<b>Docket Entry:</b>	NOTICE GIVEN ON 08-MAR-2018 OF CONFERENCE DATE SET ENTERED ON 05-MAR-2018.			
07-MAY-2018 01:08 PM	ORDER ENTERED/236 NOTICE GIVEN	FOX, IDEE C		07-MAY-2018 12:00 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <u>ORDER_21.pdf</u>		<a href="#">Click HERE to purchase all documents related to this one docket entry</a>	
<b>Docket Entry:</b>	PLAINTIFF HAVING EFFECTUATED SERVICE UPON THE DEFENDANT(S), AND THIS CASE BEING ELIGIBLE FOR THE MORTGAGE CONCILIATION PROGRAM, IT IS HEREBY ORDERED THAT THIS CASE IS REMANDED TO THE MORTGAGE CONCILIATION PROGRAM AND SCHEDULED FOR A MANDATORY CONFERENCE ON THURSDAY, JUNE 28, 2018, AT 9:00AM IN COURT ROOM 676, CITY HALL, PHILADELPHIA. PLAINTIFF SHALL NOTIFY DEFENDANT(S) OF SAID CONFERENCE DATE AND TIME. PENDING FURTHER COURT ORDER REMOVING THIS CASE FROM THE MORTGAGE CONCILIATION PROGRAM ALL RESPONSE DEADLINES ARE STAYED. BY THE COURT: FOX, J. 5/4/18			
07-MAY-2018 01:08 PM	NOTICE GIVEN UNDER RULE 236			07-MAY-2018 04:58 PM
<b>Docket Entry:</b>	NOTICE GIVEN ON 07-MAY-2018 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 07-MAY-2018.			

07-MAY-2018 01:25 PM	WAITING TO LIST CONCILIATION			07-MAY-2018 01:26 PM
<b>Docket Entry:</b>	<i>none.</i>			
07-MAY-2018 01:35 PM	CONCILIATION CONF SCHEDULED			07-MAY-2018 01:35 PM
<b>Docket Entry:</b>	<i>none.</i>			
09-MAY-2018 12:30 AM	NOTICE GIVEN			09-MAY-2018 12:30 AM
<b>Docket Entry:</b>	<i>none.</i>			
03-JUL-2018 12:16 PM	CONCILIATION CONF RESCHEDULED	FOX, IDEE C		03-JUL-2018 12:16 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents CONCR_26.pdf</a>		<a href="#">Click HERE to purchase all documents related to this one docket entry</a>	
<b>Docket Entry:</b>	UPON CONSIDERATION OF THE INFORMATION PROVIDED TO THE COURT, IT IS HEREBY ORDERED AND DECREED THAT: THE COMPLAINT AND CASE MANAGEMENT ORDER HAVING BEEN SERVED ON DEFENDANT(S) AT LEAST FOURTEEN (14) DAYS PRIOR TO TODAY'S DATE, AND DEFENDANT(S) HAVING APPEARED FOR THE FIRST CONCILIATION CONFERENCE LISTING AS ORDERED, OR DEFENDANTS HAVING BEEN EXCUSED FROM APPEARING, A SECOND CONCILIATION CONFERENCE LISTING IS SCHEDULED IN CITY HALL COURTROOM 676, AS FOLLOWS: SECOND CONCILIATION CONFERENCE DATE AND TIME (35 DAYS FROM TODAY) DATE: 09/06/2018 TIME: 9:00AM; DEFENDANT(S) IS/ARE REQUIRED TO SUBMIT THEIR COMPLETE FINANCIAL PACKAGE TO PLAINTIFF'S COUNSEL AT LEAST FOURTEEN (14) DAYS PRIOR TO THE AFOREMENTIONED SECOND CONCILIATION CONFERENCE LISTING DATE. PLAINTIFF CERTIFIES THAT THE COMPLAINT AND CASE MANAGEMENT ORDER HAVE BEEN SERVED ON ALL DEFENDANTS AS REQUIRED BY RULES OF CIVIL PROCEDURE AND THAT THE AFFIDAVIT(S) OF SERVICE REFLECTING THIS HAS/HAVE BEEN PLACED ON THE DOCKET. **PLAINTIFF IS STAYED FROM ENTERING A DEFAULT JUDGMENT AGAINST DEFENDANT(S) BEFORE ONE DAY AFTER THE SECOND CONCILIATION CONFERENCE OCCURS OR UNTIL SUCH TIME AS IS STATED IN THE SUBSEQUENT ORDER**?BY THE COURT: FOX, J., 06/28/2018			

03-JUL-2018 12:16 PM	NOTICE GIVEN UNDER RULE 236			03-JUL-2018 01:43 PM
<b>Docket Entry:</b>	NOTICE GIVEN ON 03-JUL-2018 OF CONCILIATION CONF RESCHEDULED ENTERED ON 03-JUL-2018.			
03-JUL-2018 12:16 PM	CONCILIATION CONF SCHEDULED			03-JUL-2018 12:16 PM
<b>Docket Entry:</b>	CONCILIATION CONFERENCE SCHEDULED FOR 09/06/2018 AT 9:00AM IN COURTROOM 676 CITY HALL, PHILADELPHIA			
05-JUL-2018 12:30 AM	NOTICE GIVEN			05-JUL-2018 12:30 AM
<b>Docket Entry:</b>	<i>none.</i>			
26-JUL-2018 02:46 PM	PRAECIPE TO DISCONTINUE	OTTLEY, JACOB M		26-JUL-2018 03:12 PM
<b>Documents:</b>	 Click link(s) to preview/purchase the documents <a href="#">171001672 prd1.pdf</a>			
<b>Docket Entry:</b>	ORDER TO DISCONTINUE WITHOUT PREJUDICE FILED. (FILED ON BEHALF OF BRANCH BANKING AND TRUST COMPANY)			

[Case Description](#)[Related Cases](#)[Event Schedule](#)[Case Parties](#)[Docket Entries](#)[E-Filing System](#)[Search Home](#)

# EXHIBIT D



RJE 130  
One Citizens Drive  
Riverside, RI 02915-9961



July 04, 2017

AB 01 005101 92679 B 12 A



ORDERED STEPS INTERNATIONAL INC  
210 W RITTENHOUSE SQ  
STE 408  
PHILADELPHIA, PA 19103-5771

Commercial Loan: 600060805488600010000000026  
Application: 306050

Dear ORDERED STEPS INTERNATIONAL INC:

We have reviewed your revolving line of credit in the original amount of \$35000. After careful consideration, we have decided to cancel any remaining availability and to term out the balance over 60 month(s) based on the following reasons:

- \*Adverse Personal Credit Information
- \*Delinquent Credit History
- Improper Handling of Existing Citizens Bank Account(s)

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have a right to dispute the matter with the reporting agency.

Agency: Equifax Information Services  
P.O. Box 740250  
Atlanta, GA 30374  
(800) 685-1111  
<http://www.equifax.com>

If you should have any questions regarding this letter, you should contact us at:

RJE 130  
One Citizens Drive  
Riverside, RI 02915-9961

Thank you for the opportunity to consider your application.

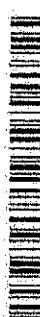
Regards,

Marni Lawson  
Business Credit Services

Citizens Bank is a brand name of Citizens Bank, N.A. and Citizens Bank of Pennsylvania. Member FDIC.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection 1700 G Street NW, Washington, DC 20006.

005101-141



# EXHIBIT E

[drrobin@drrobinsmith.com](mailto:drrobin@drrobinsmith.com)

---

**From:** Reginald Jacques <rjacques@libertycoke.com>  
**Sent:** Thursday, October 25, 2018 5:58 PM  
**To:** drrobin@drrobinsmith.com  
**Subject:** Fwd: mortgage

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---

**From:** McNichol, Dennis J <dmcnicho@santander.us>  
**Sent:** Thursday, October 25, 2018 5:54:44 PM  
**To:** Reginald Jacques  
**Subject:** mortgage

Reg,

The mortgage denial is for 2 things:

Low credit score (693), investor is looking for score over 720

The reason that the score is at 693 (I believe) is the fact that BB&T has reported that the HELOC has been closed "requested by consumer", no payments have been made since May, 2017.  
Also, debt to income ratio is higher than investor is comfortable with.



**Dennis J. McNichol**  
Mortgage Developmental Officer  
NMLS# 704449  
Retail Mortgage Division  
610 526 6251  
2 Aldwyn Lane, Villanova, PA 19085

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# EXHIBIT F



Consumer Financial  
Protection Bureau

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Submit a complaint / Complaint filed

## Your complaint

**Complaint Number 170801-2304087**

### Step 1

---

**What product or service is your complaint about?**

**PRODUCT OR SERVICE**

Mortgage

**TYPE**

Home equity loan or line of credit (HELOC)

---

### Step 2

---

**What type of problem are you having?**

**ISSUE**

Struggling to pay mortgage

**HAVE YOU ALREADY TRIED TO FIX THIS PROBLEM WITH THE COMPANY?**

No

---

### Step 3

<https://complaint.consumerfinance.gov/submit-a-complaint/s/complaint-print/50010000006taWBAAY>

## What happened?

Dear Consumer Financial Protection Bureau: I had an existing Home Equity Line of Credit in the amount of \$250,000.00 since 2009 with National Penn Bank. I paid my monthly installments on time and was renewed on an annual basis. National Penn Bank was acquired by BB&T in April of 2016. During this transition, I continued paying on time and anticipated that my Home Equity Line of Credit would be renewed as it had been for the last nine (9) years. I had no reason to believe otherwise. Unfortunately, on October 1, 2016, I was involved in a very serious automobile accident which left me injured and in ICU at Lankenau Hospital in Wynnewood, PA. I was diagnosed with a serious concussion and I continue to remain in weekly treatment at Bryn Mawr Rehabilitation Hospital in Malvern, PA in their brain injury unit for this medical trauma. During this timeframe, I continued to pay my monthly installment in full despite several physical limitations and cognitive challenges associated with the concussion from the accident. Ms. Deborah Levin, Vice President, BB&T, Chestnut Hill Branch is aware of my current medical condition and I have communicated the same to BB&T via email through Ms. Levin. To my shock and without any warning, on February 28, 2017, I received a phone call from Yolanda, a BB&T representative informing me that my payment was late. I told Yolanda that was impossible because my payment by check had cleared. Yolanda informed me that my payment had not been received and that I owed the principle of \$250,000.00 in addition to a "Late Charge" of \$24,563.12. Yolanda said this was due to the line of credit maturing. I had no idea this was happening nor did anyone at the BB&T Chestnut Hill branch. I immediately called my private bankers at National Penn Bank and learned that with the merger, they were displaced and therefore, I had no direct private banker to contact. I asked Yolanda to provide me with the name of the head of Private Banking at which time she informed me that she was not familiar with that department and that BB&T did not have a private banking division. I immediately contacted my local branch in Chestnut Hill, Philadelphia and spoke with Deborah Levin, V.P., and made an appointment to discuss the situation with her. When meeting with Ms. Levin, we discussed the situation and my shock after having had a seamless and very positive experience with National Penn Bank for 9 years. Ms. Levin assured me that she would look into the matter and that we would resolve it quickly. I have been making my monthly payments as I've done for the last 9 years having no idea that anything had changed other than the name of the bank. After several months of working diligently with Ms. Levin for a resolution to this situation, I learned two weeks ago that BB&T had not only called the loan but was reporting me to the credit bureaus as delinquent since February 2017. To my horror, BB&T is negatively impacting my over 800 point credit score based on their reporting delinquent status. I pay the monthly payments on time as I have done since the inception of the line of credit. I requested that BB&T contact the credit reporting agencies and immediately remove the delinquent status so that my true credit score and rating can be restored. BB&T has not worked with me fairly to even address the annual renewal of my Home Equity Line of Credit which I have successfully renewed for the past 8 years with National Penn Bank before they were acquired by BB&T. I was advised to continue making my monthly payments until resolution was reached. On July 24, 2017, I received two letters from BB&T returning my payments for

June and July 2017, defining them as "partial payments" and informing me that that they could not accept the payments due to my account being placed in foreclosure and that my loan has not been reinstated and remains in default. (See Attachments). I have been tirelessly working with Ms. Levin over the past 4 months trying to refinance with BB&T. I have given them documents and information that they asked for and was under the impression that the issue would be fairly and quickly resolved. Very truly yours,

**I want the CFPB to publish this description on consumerfinance.gov so that others can learn from my experience.**

The CFPB will take steps to remove my personal information from this description but someone may still be able to identify me. Learn how it works. I consent to publishing this description after the CFPB has taken these steps.

---

### What would be a fair resolution to this issue?

1. To achieve a Total Reinstatement with BB&T of my Home Equity Line of Credit with the terms and conditions set forth in my loan origination. 2. Full and Complete elimination and removal and credit of all fees, penalties and late charges 3. Restoring my credit history and removing the delinquent status from all credit reporting agencies immediately I was advised by an attorney that there is a Reliance Clause and Performance Clause that BB&T should be held accountable to by law. I relied on the annual renewal terms of this Agreement to remain in compliance and pay monthly installments each month, and I met the Performance criteria by making my monthly payments on time.

---

### Step 4

---

#### What company is this complaint about?

##### **COMPANY INFORMATION**

**BB&T BANK**

##### **LOAN NUMBER**

**9280773341-6001**

---

## Step 5

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### What people are involved?

#### YOUR CONTACT INFORMATION

Dr. Robin L Smith

[drrobin@drrobinsmith.com](mailto:drrobin@drrobinsmith.com)

6945 Scotforth Road  
Philadelphia, Pennsylvania 19119  
United States

---

#### ADDITIONAL POINT OF CONTACT

Doria K Sutton, Esq.  
Family member

[doria.sutton@gmail.com](mailto:doria.sutton@gmail.com)

6945 Scotforth Road  
Philadelphia, Pennsylvania 19119  
United States

#### ALLOW THIS PERSON ACCESS TO THE COMPLAINT?

Yes

---

### About us

The CFPB is an independent federal agency built to protect consumers. We write and enforce rules that keep banks and other financial companies operating fairly. We also educate and empower consumers, helping them make more informed choices to achieve their financial goals.

---

### HAVE A QUESTION? / PREGUNTAS?

(855) 411-2372

---

**Privacy Act Statement**

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**OMB #3170-0011**

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**Have a question? Preguntas?****(855) 411-2372** **An official website of the United States Government**



## *Dr. Robin L. Smith*

August 8, 2017

Mr. Kelly S. King  
Chairman and CEO  
BB&T Corporation  
200 W 2nd Street  
Winston Salem, NC 27101

Re: 6945 Scotforth Road, Philadelphia, Pa. 19119  
Loan # 9280773341-6001

Dear Mr. King,

My name is Dr. Robin L. Smith. I was a long-standing customer of National Penn Bank and now am a very dissatisfied customer of BB&T.

BB&T claims my loan matured on December 15, 2016, after nine years of continuous renewals and without a single missed payment. I am writing to inform you of what is going in the bank you lead and to let you know that I am appalled and find the actions of BB&T reprehensible, and some in your industry that I have discussed my situation with say that the practices of your bank could be considered unlawful and criminal. My most recent experience with BB&T is a sad commentary on your organization and has made this letter to you urgent and necessary.

In 2009, I became a customer of National Penn Bank's private banking division, and secured an Executive Home Equity Line of Credit in the amount of \$250,000.00. I paid my monthly installments on time and was renewed without exception on an annual basis. When National Penn Bank was acquired by BB&T in April of 2016, to my understanding, BB&T disbanded the Private Banking Division, and without my knowledge converted my existing Executive Home Equity Line of Credit into a Residential Home Equity Line of Credit (the "Line"). During this transition, I continued paying on time and anticipated that the Line would be renewed as it had been for the last eight (8) years.

On February 28, 2017, to my shock and without any warning, on I received a phone call from Yolanda, a BB&T representative informing me that my payment was late. I told Yolanda that was impossible because my payment by check had cleared. Yolanda informed me that my payment had not been received and that I owed the principle of \$250,000.00 in full in addition to a "Late Charge" of \$24,563.12. Yolanda said this was due to the line of credit maturing. I had no idea this was happening nor did anyone at the BB&T Chestnut Hill branch. I immediately called my private bankers at National Penn Bank and learned that with the merger, they were displaced and therefore, I had no direct private banker to contact. I asked Yolanda, the BB&T representative to provide me with the name of the head of Private Banking at which time; she informed me that she was not familiar with that department and that BB&T did not have a private banking division. I immediately contacted my local branch in Chestnut Hill, Philadelphia and spoke with Deborah Levin, V.P. and Market Leader and made an appointment to discuss the situation with her. When meeting with Ms. Levin, we discussed the situation and my shock after having had a seamless and very positive experience with National Penn Bank for the 8 years before they were acquired by BB&T. Ms. Levin assured me that she would look into the matter and that we would resolve it quickly and said not to worry.

Additionally, BB&T is reporting the loan delinquent, adversely impacting my credit score. As a direct result of this negative reporting, I have had one of my business lines of credit closed and am having difficulty securing financing with other financial institutions.

Based on the past pattern and practice of the servicing of my Line, I had every reason to trust and expect that BB&T would renew the Line on the same terms. However, BB&T has refused and continues to seek full repayment of the principle plus late fees. I have made every attempt to restructure and refinance the Line, but BB&T was unwilling to find a solution.

On October 1, 2016, I was involved in a very serious automobile accident which left me injured and in ICU at Lankenau Hospital in Wynnewood, PA. I was diagnosed with a serious concussion, unable to work and I continue to remain in weekly treatment at Bryn Mawr Rehabilitation Hospital in Malvern, PA on their brain injury unit for this medical trauma. During this time frame, I continued to pay my monthly installment in full despite severe physical limitations and cognitive challenges associated with the concussion from the accident. Ms. Deborah Levin, Vice President, BB&T, Chestnut Hill Branch is aware of my current medical condition and I have communicated the same to BB&T via email through Ms. Levin.

I am a successful business person and I have worked with and for some of the most successful, powerful and financially wealthy people in the world. I have never experienced the callous neglect and incompetence of an organization such as I have with BB&T.

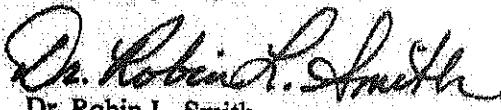
If I did not have the personal agency and resources, as well as connections to influential people, I would unnecessarily be forced to lose my home and all that I have worked to acquire over more than 25 years, simply because BB&T attempted to tie my hands behind my back while attaching a cement block to my financial feet, to throw my worthy life over a high bridge to drown and die. I will not allow BB&T to harm what I have worked my entire life building.

This process with BB&T has been sinfully time consuming and has caused enormous emotional stress and further harmed me and my medical, psychological and cognitive recovery, making it that much harder for me to return to work. I am distraught over this entire situation. This situation is causing unimaginable stress on my health and relationships as well as costing money.

I have given BB&T multiple opportunities to repair and resolve this awful and unjust situation and am left with no other choice than to take whatever legal and media measures are necessary to expose BB&T's unfair and unlawful practices, if you choose to ignore my letter and the complaint filed with the CFPB. Finally, my significant other, who has the assets, income and credit rating to refinance my line, was denied the opportunity to help me refinance the Line based on internal bureaucracy within your bank.

As the Chairman and CEO of BB&T, I hold you accountable and responsible for the actions of your organization that are harming and damaging my life, health, reputation and career.

Very truly yours,



Dr. Robin L. Smith

cc: D. Sutton, Esq.



August 31, 2017

Dr. Robin L Smith  
6945 Scotforth Rd  
Philadelphia, Pennsylvania 19119-3711

### **Summary of your complaint**

Complaint number: 170801-2304087

Legacy Reference Number:

Company: BB&T CORPORATION

Product: Mortgage

Sub Product: Home equity loan or line of credit (HELOC)

Issue: Struggling to pay mortgage

Sub issue:

Status: Company responded

### **Description**

Dear Consumer Financial Protection Bureau: I had an existing Home Equity Line of Credit in the amount of \$250,000.00 since 2009 with National Penn Bank. I paid my monthly installments on time and was renewed on an annual basis. National Penn Bank was acquired by BB&T in April of 2016. During this transition, I continued paying on time and anticipated that my Home Equity Line of Credit would be renewed as it had been for the last nine (9) years. I had no reason to believe otherwise. Unfortunately, on October 1, 2016, I was involved in a very serious automobile accident which left me injured and in ICU at Lankenau Hospital in Wynnewood, PA. I was diagnosed with a serious concussion and I continue to remain in weekly treatment at Bryn Mawr Rehabilitation Hospital in Malvern, PA in their brain injury unit for this medical trauma. During this timeframe, I continued to pay my monthly installment in full despite several physical limitations and cognitive challenges associated with the concussion from the accident. Ms. Deborah Levin, Vice President, BB&T, Chestnut Hill Branch is aware of my current medical condition and I have communicated the same to BB&T via email through Ms. Levin. To my shock and without any warning, on February 28, 2017, I received a phone call from Yolanda, a BB&T representative informing me that my payment was late. I told Yolanda that was impossible because my payment by check had cleared. Yolanda informed me that my payment had not been received and that I owed the principle of \$250,000.00 in addition to a ?Late Charge? of \$24,563.12. Yolanda said this was due to the line of credit maturing. I had no idea this was happening nor did anyone at the BB&T Chestnut Hill branch. I immediately called my private bankers at National Penn Bank and learned that with the merger, they were displaced and therefore, I had no direct private banker to contact. I asked Yolanda to provide me with the name of the head of Private Banking at which time she informed me that she was

not familiar with that department and that BB&T did not have a private banking division. I immediately contacted my local branch in Chestnut Hill, Philadelphia and spoke with Deborah Levin, V.P., and made an appointment to discuss the situation with her. When meeting with Ms. Levin, we discussed the situation and my shock after having had a seamless and very positive experience with National Penn Bank for 9 years. Ms. Levin assured me that she would look into the matter and that we would resolve it quickly. I have been making my monthly payments as I've done for the last 9 years having no idea that anything had changed other than the name of the bank. After several months of working diligently with Ms. Levin for a resolution to this situation, I learned two weeks ago that BB&T had not only called the loan but was reporting me to the credit bureaus as delinquent since February 2017. To my horror, BB&T is negatively impacting my over 800 point credit score based on their reporting delinquent status. I pay the monthly payments on time as I have done since the inception of the line of credit. I requested that BB&T contact the credit reporting agencies and immediately remove the delinquent status so that my true credit score and rating can be restored. BB&T has not worked with me fairly to even address the annual renewal of my Home Equity Line of Credit which I have successfully renewed for the past 8 years with National Penn Bank before they were acquired by BB&T. I was advised to continue making my monthly payments until resolution was reached. On July 24, 2017, I received two letters from BB&T returning my payments for June and July 2017, defining them as "partial payments" and informing me that they could not accept the payments due to my account being placed in foreclosure and that my loan has not been reinstated and remains in default. (See Attachments). I have been tirelessly working with Ms. Levin over the past 4 months trying to refinance with BB&T. I have given them documents and information that they asked for and was under the impression that the issue would be fairly and quickly resolved. Very truly yours,

### Desired Resolution

1. To achieve a Total Reinstatement with BB&T of my Home Equity Line of Credit with the terms and conditions set forth in my loan origination. 2. Full and Complete elimination and removal and credit of all fees, penalties and late charges 3. Restoring my credit history and removing the delinquent status from all credit reporting agencies. Immediately I was advised by an attorney that there is a Reliance Clause and Performance Clause that BB&T should be held accountable to by law. I relied on the annual renewal terms of this Agreement to remain in compliance and pay monthly installments each month, and I met the Performance criteria by making my monthly payments on time.



Branch Banking and Trust Company

August 10, 2017

Dr. Robin L. Smith  
301 Leavie Drive  
Philadelphia, PA 27863-8384

Reference: Consumer Financial Protection Bureau complaint, case#: 170801-2304087

Dear Dr. Smith:

We are responding to you regarding the complaint filed with the Consumer Financial Protection Bureau. Your complaint states the following: You were a National Penn merger client and had a Home Equity Line of credit that you renewed on an annual basis. You continued to pay on time and thought the Line would be renewed as it had in the past. You were injured in an automobile accident which left you injured. You have made BB&T aware of your medical situation. Without any warning on February 28, 2017 you received a phone call stating your Line of Credit was matured and you owed the principle balance of \$250,000.00 plus late fees which were \$24,563.12. You stated you have made payments until a resolution could be reached but your payments were returned to you. You spoke with Market Leader Deborah Levin and discussed other options with you and promised to resolve. Your desired resolution is to have BB&T reinstate the Home Equity Line of Credit, correct your credit rating where BB&T has reported negatively as you replied to the renewal.

Our research shows your Home Equity Line of Credit ending in 3341 matured December 2016. The Home Equity Line of Credit Agreement dated and signed August 10, 2009 states "*Your Credit Line Account is payable in full upon maturity in a single balloon payment. You must pay the entire outstanding principal, interest and any other charges then due. Unless otherwise required by applicable law, we are under no obligation to refinance the balloon payment at that time.*" The maturity date was modified to December 12, 2015 as evidenced in the Change In Terms Agreement signed and dated August 11, 2015. A letter, notifying you of the maturity, was mailed to you in November 2016.

A loan modification request was denied on May 23, 2017 due to excessive obligation and change in income.

The payments were returned due to the loan being in a foreclosure status. As the account remains in foreclosure we are unable to re-instate the Home Equity Line of Credit. A request to waive the late fee in the amount of \$22,026.27 has been submitted and pending on your behalf. You will be contacted when a decision is reached.

We are required to comply with the provisions of The Fair Credit Reporting Act and Bank Policy which require us to report accurate information to the Credit Reporting Agencies. We do not



Branch Banking and Trust Company

make changes to information we have reported to the Credit Reporting Agencies unless a bank error is identified.

Your concerns related to the client service you experienced were shared with BB&T Regional Management to address as appropriate. Please accept my personal apology for our failure to deliver to you the perfect client experience. Our mission at BB&T is to develop mutually beneficial relationships with our clients and provide high quality service consistently. We strive to deliver the experience reflected in our mission with every client interaction.

Thank you again for the opportunity to address these concerns. We value you and appreciate the feedback provided. If you have any further questions or concerns, please do not hesitate to contact your local financial center.

Sincerely,

A handwritten signature in black ink that reads "Cravon A. Williams".

Cravon A. Williams  
Senior Vice President  
Complaint Resolution Manager

CAW/ml

# EXHIBIT G

CBCIinnovis  
PO BOX 1867  
PITTSBURGH PA 15230

CBCIinnovis

Phone: 800-216-3463  
Fax: 800-688-7816

## INFILE CREDIT REPORT

PREPARED FOR:  
SANTANDER BANK  
1 ALDWYN CENTER  
VILLANOVA PA 19085

ATTENTION:  
MCNICHOL, DENNIS

PROPERTY ADDRESS:  
6945 SCOTFORTH AVE  
PHILADELPHIA PA 19119  
PHILADELPHIA

REPORT TYPE: INDIVIDUAL

COMPUTER ID #:  
717199141919966  
LENDER CASE #:  
1707181454

DATE RECEIVED: 07/18/17  
DATE COMPLETED: 07/18/17

## APPLICANT

## EMPLOYMENT INFORMATION

## INPUT INFORMATION:

NAME: ROBIN L SMITH  
SSN: 167-64-4950  
6945 SCOTFORTH RD  
PHILADELPHIA PA 19119

DOB: 11/29/62

OWN:X

## PRESENT EMPLOYMENT:

FEARLESS WON LLC  
PA  
FROM: 07/24/09  
POSITION: PRESIDENT

## CURRENT ADDRESS:

4061 PO BOX 4061  
PHILADELPHIA PA 19118-8061  
SINCE: 05/08

## PREVIOUS EMPLOYMENT:

SELF  
PHILADELPHIA PA  
FROM: 06/02/07  
POSITION: PHYSICOLOGIST  
DATE VER: 06/07

## PREVIOUS ADDRESS:

8905 CARLISLE RD  
WYNDMOOR PA 19038-7411  
FROM: 12/10/05

## PREVIOUS ADDRESS:

6945 SCOTFORTH RD  
PHILADELPHIA PA 19119-3711  
FROM: 01/05/07

## SCORING

1	CLASSIC 04 SCORE	+801	TRU
	TOO MANY INQUIRIES IN THE LAST 12 MONTHS		
	NO RECENT REVOLVING BALANCES		
	INSUFFICIENT LENGTH OF CREDIT HISTORY		
8	24	14	
1	FAIR ISAAC SCORE 2	+662	XPN
	SERIOUS DELINQUENCY		
	TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN		
	AMOUNT PAST DUE TO ACCOUNTS		
	PROPORTION OF BALANCE TO HIGH CREDIT ON REVOLVING ACCOUNTS		
39	13	21	10
1	BEACON 5.0 SCORE	+629	EFX
	SERIOUS DELINQUENCY		
	AMOUNT OWED ON DELINQUENT ACCOUNT		
	TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN		
	TOO MANY INQUIRIES IN THE LAST 12 MONTHS		
39	34	13	8

## REGULATORY MESSAGES

1	FACT ACT: THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE	EFX
1	FACT ACT: THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE WITH NO DEROGATORY INFORMATION FOUND ON THE FILE	TRU
1	FACT ACT: THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE	XPN

## APPLICANT

NAME: ROBIN L SMITH  
S.S.N.: 167-54-4950

Date Received: 07/18/17

## PUBLIC RECORD INFORMATION

1 STATE TAX LIEN RELEASE  
CASE- 141103011

FILED-11/14

LACT-05/15 LTN

AMT-989

COURT- PHILADELPHIA COUNTY PROTHONOTARY

## CREDIT HISTORY

C O D I C I A	CREDITOR ACCOUNT NO	RPTD	LAST ACT	OPND	LIMIT OR HIGHEST CREDIT	PRESENT STATUS		TERMS PYMT AMT	TYPE/RATE VENDOR	HISTORICAL STATUS				
						BALANCE OWING	AMOUNT PAST DUE			NO MOS HIST	30 DAYS	60 DAYS	90 DAYS	
1	SANTANDER BANK NA #8174064517919884 865 BROOK ST ROCKY HILL CT 06067 BY MAIL ONLY	06/17	06/17	05/05	984000	787343		360 M 5867	MTG 01 REAL ESTATE XPN (EFX,TRU)	99	0	0	0	111111111111 111111111111
1	BB&T #6001	06/17	05/17	08/09	249421	273185	248624	V 1007	REV 05 HOME/EQUITY XPN (EFX)	12	1	1	2	643211111111 05/17 4/04/17 3 05/17 6
1	CITI #3033  (800) 950-5118	06/17	06/17	05/94	60000	58010	0	V 1383	REV 01 CREDIT CARD TRU (EFX,XPN)	82	0	0	0	111111111111 111111111111
1	BRCLYSBANKDE #7242	07/17	07/17	01/02	60000 FLEXIBLE SPENDING CREDIT CARD	44907	0	V 620	REV 01  TRU (EFX,XPN)	82	0	0	0	111111111111 111111111111
9	AMEX #6883 P.O. BOX 981537 EL PASO TX 79998 (800) 874-2717	07/09	06/09	11/78	600  INACTIVE ACCOUNT	0	0	0	REV 01 CREDIT CARD TRU (EFX,XPN)	78	0	0	0	111111111111 111111111111
9	AMEX #3473 P.O. BOX 981537 EL PASO TX 79998 (800) 874-2717	04/08	03/08	04/06	11000  CLOSED - CONSUMER	0	0	0	REV 01 CREDIT CARD TRU (EFX)	22	0	0	0	111111111111 111111111111
1	AMEX.DSNB #0278	06/17	05/12	03/09	300  CLOSED - CONSUMER	0	0	0	REV 01 CREDIT CARD TRU (EFX,XPN)	70	0	0	0	111111111111 1111111XXXX1
1	BB&T #2031 BB&T CREDIT DISPUTE DEPARTMENT WILSON NC 27894	06/16	06/16	08/09	249421  PURCHASED BY ANOTHER LENDER SOLD TO: SOLD TO BBT	0	0	0	REV 01 LINE OF CREDIT TRU (EFX,XPN)	82	0	0	0	111111111111 111111111111
1	CAP ONE / STOREHOUSE #4791  (302) 478-9056	10/09	08/07	08/06	0  PAID AND CLOSED	0		M	REV 01 CHARGE ACCOUNT EFX	37	0	0	0	
1	CAP ONE / STOREHOUSE #4465  (302) 478-9056	07/09	01/04	07/03	0  PAID AND CLOSED	0		M	REV 01 CHARGE ACCOUNT EFX	71	0	0	0	

## APPLICANT

NAME: ROBIN L SMITH  
S.S.N: 167-54-4950

Date Received: 07/18/17

## CREDIT HISTORY

CREDITOR ACCOUNT NO	RPTD	LAST ACT	OPND	LIMIT OR HIGHEST CREDIT	PRESENT STATUS		TERMS PYMT AMT	TYPE/RATE VENDOR	HISTORICAL STATUS			
					BALANCE OWING	AMOUNT PAST DUE			NO MOS HIST REV	30 DAYS	60 DAYS	90 DAYS
1 CAP1/NEIMN #7326 (800) 685-6895	04/17	11/12	09/93	15000	0	0	0	REV 01 CHARGE ACCOUNT TRU (EFX,XPN)	82	0	0	0
										111111111111		
										111111111111		
1 CAP1/SONY #0122 (800) 695-6950	08/09	08/09	06/07	8500	0	0	0	REV 01 CHARGE ACCOUNT TRU (EFX,XPN)	26	0	0	0
			CLOSED							111111111111		
										111111111111		
1 CAP1/STORE #2100 PO BOX 15524 WILMINGTON DE 19880 BY MAIL ONLY	04/09	08/07	08/06	0	0		0	REV 01 CHARGE ACCOUNT XPN	32	0	0	0
				PAID ACCOUNT/ZERO BALANCE						X111111111111		
										111111111111		
1 CAPITAL ONE / SONY #0473 (800) 207-1100	07/09	01/05	01/04	0	0		M	REV 01 CHARGE ACCOUNT EFX	66	0	0	0
				PAID AND CLOSED								
1 CAPITAL ONE #6787 15000 CAPITAL ONE DR RICHMOND VA 23238 (800) 955-7070	04/09	10/04	09/03	30029	0		1M	REV 01 CREDIT CARD XPN (EFX)	88	0	0	0
				CLOSED - CREDIT GRANTOR PAID ACCOUNT/ZERO BALANCE						X111111111111		
										111111111111		
1 CITIZENS BANK #0411 1 CITIZENS DR RIVERSIDE RI 02915 (401) 456-7000	02/09	02/03	08/02	2000	0		0	REV 01 LINE OF CREDIT XPN	78	0	0	0
				PAID ACCOUNT/ZERO BALANCE						X111111111111		
										111111111111		
1 CITIZENS BANK #0420 1 CITIZENS DR RIVERSIDE RI 02915 (401) 456-7000	02/09	01/03	08/02	2000	0		0	REV 01 LINE OF CREDIT XPN	78	0	0	0
				PAID ACCOUNT/ZERO BALANCE						X111111111111		
										111111111111		
1 CITIZNSBNKNA #8730 1 CITIZENS DR RIVERSIDE RI 02915 (800) 708-6880	06/17	06/02	12/99	10000	0	0	0	REV 01 LINE OF CREDIT TRU (EFX,XPN)	82	0	0	0
										X111111111111		
										111111111111		
1 DISCOVERBANK #4698 POB 15316 WILMINGTON DE 19880 (800) 347-2883	01/10	12/09	03/05	8000	0	0	0	REV 01 CREDIT CARD TRU (EFX,XPN)	58	0	0	0
				CLOSED						X111111111111		
										111111111111		
1 DSNB BLOOM #4824 PO BOX 8218 MASON OH 45040	06/17	05/12	03/09	100	0	0	0	REV 01 CHARGE ACCOUNT TRU (EFX,XPN)	82	0	0	0
				CLOSED - CONSUMER						X111111111111		
										111111111111		
2 FIA CS #2641 (800) 421-2110	10/08		12/05	200	0	0	0	REV 01 CREDIT CARD TRU (EFX,XPN)	34	0	0	0
				CLOSED - CONSUMER						XXXXXXXXXXXXXX		
										XXXXXXXXXXXXXX		
1 NATLPENNPK #0918 PHILADELPHIA & READING BOYERTOWN PA 19512 (610) 307-6001	08/09	08/09	07/09	40000	0	0	0	REV 01 LINE OF CREDIT TRU (EFX,XPN)	0	0	0	0
				CLOSED								

## APPLICANT

NAME: ROBIN L SMITH  
S.S.N.: 167-54-4950

Date Received: 07/18/17

## CREDIT HISTORY

E C O A	CREDITOR ACCOUNT NO	RPTD	LAST ACT	OPND	LIMIT OR HIGHEST CREDIT	PRESENT STATUS		TERMS PYMT AMT	TYPE/RATE VENDOR	HISTORICAL STATUS			
						BALANCE OWING	AMOUNT PAST DUE			NO MOS HIST REV	30 DAYS	60 DAYS	90 DAYS
1	SANTANDER BANK NA #6174064527376454 865 BROOK ST ROCKY HILL CT 06067 BY MAIL ONLY	05/08	04/08	10/08	290000	0		360 M	MTG 01 REAL ESTATE XPN (EFX,TRU)	19	0	0	0
					PAID ACCOUNT/ZERO BALANCE					X111111111111			
										111111111111			
1	SYNCB/SONYFN #0301 (866)396-8254	10/16	08/15	07/10	4500	0	0	0	REV 01 CHARGE ACCOUNT TRU (EFX,XPN)	74	0	0	0
					INACTIVE ACCOUNT					111111111111			
1	SYNCB/SYNCB #2810 (866)396-8254	09/16	07/07	08/06	7000	0		M	REV 01 CHARGE ACCOUNT EFX (XPN)	99	0	0	0
					PAID AND CLOSED								

## DISPUTE SUMMARY

NO DISPUTE CHANGES FOUND

## INQUIRIES IN THE LAST 365 DAYS

—DATE—	ECOA	KOB	MEMBER-NO		
07/18/17	1	B	01794444	SANTANDER BA	TRU
06/08/17	1	BB	456BB09024	BB&T	EFX
05/02/17	1	BB	456BB09024	BB&T	EFX
03/10/17	1		456BB09024	BB&T	EFX
02/02/17	1	B BC	00006675 1832320	CHASE CARD CHASE CARD	TRU XPN

## ADDITIONAL INFORMATION

1	KNOWN ALIAS FORMER NAME: ROBIN SMITH-SIMPSON	EFX
1	KNOWN ALIAS FORMER NAME: ROBIN SMITH SIMPSON	EFX
1	KNOWN ALIAS KNOWN ALIAS: SIMPSON ROBIN SMITH	TRU
1	KNOWN ALIAS KNOWN ALIAS: ROBIN L SIMPSON	TRU
1	KNOWN ALIAS KNOWN ALIAS: ROBIN S SIMPSON	XPN
1	MISCELLANEOUS	CBC

A SCORE DISCLOSURE LETTER WAS MAILED TO THE APPLICANT ON 07/18/2017.  
THE REPOSITORIES ACCESSED WERE: EFX TRU XPN

## APPLICANT

NAME: ROBIN L SMITH  
S.S.N.: 167-54-4950

Date Received: 07/18/17

## CONSUMER REFERRAL INFORMATION

EQUIFAX INFORMATION SERVICES LLC  
WWW.EQUIFAX.COM  
P O BOX 740241  
ATLANTA, GA 30374-0241  
800-685-1111

EFX199

TRANSUNION  
HTTP://WWW.TRANSUNION.COM  
2 BALDWIN PLACE, P.O. BOX 1000  
CHESTER, PA 19016  
800-888-4213

TRU17PH

EXPERIAN  
WWW.EXPERIAN.COM  
701 EXPERIAN PARKWAY, P.O. BOX 2002  
ALLEN, TX 75013-0036  
888-397-3742

XPNTNJL

LEXISNEXIS RISK SOLUTIONS BUREAU LLC  
PROVIDER OF LIEN AND JUDGMENT RECORDS  
PO BOX 105108  
ATLANTA, GA 30348-5108  
866-897-8126

LXN

ECOA Key: 1=Borrower, 2=Joint, 3=Authorized User, 4=Joint, 5=Co-Maker, 7=Maker, 8=Co-Borrower, 9=Terminated, 0=Undesignated  
Applicant Account Ownership (Joint reports): B=Primary Applicant, C=Co-Applicant

## DISCLOSURE

## NATIONAL CREDIT REPOSITORY (IES) ACCESSED FOR THIS CREDIT REPORT: EQUIFAX, TRANSUNION, EXPERIAN

Reporting bureau certifies with contractual requirements governing check of public records as well as credit information.

CBCINNOVIS CERTIFIES THIS REPORT CONTAINS INFORMATION SUPPLIED BY THE REPOSITORIES NAMED ABOVE. WHILE THIS REPORT MAY CONTAIN DUPLICATE INFORMATION THAT HAS NOT BEEN VERIFIED BY CBCINNOVIS, THE CREDIT REPORT MEETS THE STANDARD SET FORTH BY FNMA, FHLMC, HUD, FHA, AND VA GUIDELINES FOR REAL ESTATE TRANSACTIONS

END OF REPORT

## APPLICANT

NAME: ROBIN L SMITH

Date Received: 07/18/17

## DEROGATORY SUMMARY

1 STATE TAX LIEN RELEASE  
CASE- 141103011

FILED-11/14

LACT-05/15 LXN

AMT-989

COURT- PHILADELPHIA COUNTY PROTHONOTARY

## DEROGATORY SUMMARY

E C O A	CREDITOR ACCOUNT NO	RPTD	LAST ACT	CPND	LIMIT OR HIGHEST CREDIT	PRESENT STATUS		TERMS PYMT AMT	TYPE/RATE VENDOR	HISTORICAL STATUS			
						BALANCE OWING	AMOUNT PAST DUE			NO MOS	30 DAYS	60 DAYS	90 DAYS
1	BB&T #6001	06/17	06/17	08/09	249421	273185	248624	V 1007	REV 05 HOME EQUITY XPN (EFX)	12	1	1	2
					CLOSED - CONSUMER					543211111111			
										05/17	4	04/17	3
										06/17	5		

END OF DEROGATORY REPORT

CBCInnovis  
PO BOX 1667  
PITTSBURGH PA 15230

**CBCInnovis**  
Help improve this report by giving us your feedback

Phone: 800-216-3463  
Fax: 800-688-7816

### ID CROSS CHECK

<b>PREPARED FOR:</b> SANTANDER BANK 1 ALDWYN CENTER VILLANOVA PA 19085	<b>PROPERTY ADDRESS:</b> 6945 SCOTFORTH AVE PHILADELPHIA PA 19119 PHILADELPHIA	<b>COMPUTER ID #:</b> 717199141919966 <b>LENDER CASE #:</b> 1707181454	<b>DATE RECEIVED:</b> 07/18/17 <b>DATE COMPLETED:</b> 07/18/17
<b>ATTENTION:</b> MCNICHOL, DENNIS		<b>REPORT TYPE:</b> INDIVIDUAL	

#### APPLICANT

<b>INPUT INFORMATION:</b> NAME: ROBIN L SMITH 6945 SCOTFORTH RD PHILADELPHIA PA 19119	DOB: 11/29/62 OWN: X	
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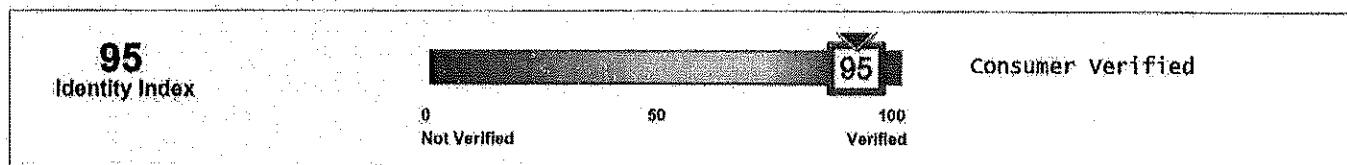
#### REGULATORY MESSAGES

- 1 FACT ACT: THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY  
AFFECTED THE CREDIT SCORE EFX
- 1 FACT ACT: THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY  
AFFECTED THE CREDIT SCORE WITH NO DEROGATORY INFORMATION FOUND ON THE FILE TRU
- 1 FACT ACT: THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY  
AFFECTED THE CREDIT SCORE XPN

#### DECISION RESULTS

PASS APPLICANT SSN INFORMATION VERIFIED

#### EVALUATIONS



#### Summary

Input Information	Cross Check Category	Result
Name 1. ROBIN L SMITH	Name Verification Watch Lists (includes OPAC)	<input checked="" type="checkbox"/> Name Matched <input checked="" type="checkbox"/> Watch Lists Searched/No Match Found
Address 6945 SCOTFORTH RD PHILADELPHIA PA 19119	Address Verification High Risk Address	<input checked="" type="checkbox"/> Address Matched <input checked="" type="checkbox"/> Address Cleared
Social Security Number 167-54-4950	Social Security Verification Other Identities Linked to SSN SSA Issuance SSA Death Master	<input checked="" type="checkbox"/> SSN Matched <input checked="" type="checkbox"/> Cleared/No Other IDs Linked to SSN <input checked="" type="checkbox"/> SSN Issued <input checked="" type="checkbox"/> SSN Cleared
Date of Birth 11/29/62	Date of Birth Verification	<input checked="" type="checkbox"/> Date of Birth Matched
Phone Number	Phone Number Verification	<input type="checkbox"/> No Input Provided

## APPLICANT

NAME: ROBIN L SMITH

Date Received: 07/18/17

## Consumer ID Verification

		Date First Received	Number Active Sources	Number Total Sources
<input checked="" type="checkbox"/>	Name			
1	ROBIN L SMITH ROBIN SMITH	01/23/99 06/22/00	4 0	8 3
<input checked="" type="checkbox"/>	Address			
1	6945 SCOTFORTH RD PHILADELPHIA PA 19119-3711	03/28/04	2	5
	PO BOX 4061 PHILADELPHIA PA 19118-8061	07/11/08	1	4
	8905 CARLISLE RD GLENDALE PA 19038-7411	02/10/07	1	2
	1650 MARKET ST FL 86 PHILADELPHIA PA 19103-7334	08/02/10	0	1
	210 W RITTENHOUSE SQ STE 4 PHILADELPHIA PA 19103-5771	02/18/09	0	1
	310 WADSWORTH AVE PHILADELPHIA PA 19119-1127	01/23/99	0	1
<input checked="" type="checkbox"/>	Social Security Number			
1	000-00-4950	01/23/99	4	11
<input checked="" type="checkbox"/>	Date of Birth			
1	11/29/62	07/21/00	4	11
<input checked="" type="checkbox"/>	Phone Number			
1	(215) 470-2803 (215) 848-2710 (215) 848-5242 (215) 790-1160	07/31/09 08/11/06 03/28/04 11/30/99	1 1 1 1	3 2 1 3

## Other Verifications

<input checked="" type="checkbox"/>	Watch Lists (Includes OFAC)		
1	ROBIN L SMITH	Watch Lists Searched/No Match Found	
<input checked="" type="checkbox"/>	High Risk Address		
1	6945 SCOTFORTH RD PHILADELPHIA PA 19119	Address Cleared	
<input checked="" type="checkbox"/>	SSA Issuance	State Of Issue	Issued Between
1	167-54-4950	PENNSYLVANIA	1975-1976
<input checked="" type="checkbox"/>	SSA Death Master		Input DOB
1	167-54-4950	SSN Cleared	11/29/62

**APPLICANT**

NAME: ROBIN L SMITH

Date Received: 07/18/17

EOOA Key: 1=Borrower, 2=Joint, 3=Authorized User, 4=Joint, 5=Co-Maker, 7=Maker, 8=Co-Borrower, 9=Terminated, 0=Undesignated  
Applicant Account Ownership (Joint reports): B=Primary Applicant, C=Co-Applicant

**DISCLOSURE**

This report is governed by the Gramm-Leach-Bliley Act. It does not constitute a consumer report as defined by the Fair Credit Reporting Act (FCRA) and is not subject to the FCRA. This report should not be used as a basis upon which to make a decision of whether or not to extend credit or as a basis for taking any "adverse action" as that term is defined in the FCRA.

**END OF REPORT**

**PAGE 3**

**( 8 of 8 )**

1 ALDWYN CENTER  
VILLANOVA PA 19085**SANTANDER BANK**Your Credit Score and the Price  
You Pay for CreditLENDER CASE #: 1707181454  
COMPUTER ID #: 717199141918966**Applicant**NAME: ROBIN L SMITH  
6945 SCOTFORTH RD.  
PHILADELPHIA PA 19119**Your Credit Score**

Your credit score

+662  
Source: Experian  
Date: 07/18/2017**Understanding Your Credit Score**

What you should know about credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>																		
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.																		
The range of scores	<p>Experian scores range from a low of 320 to a high of 844.</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>																		
How your score compares to the scores of other consumers	<p>Experian</p> <table border="1"> <caption>Estimated Data for Credit Score Distribution Chart</caption> <thead> <tr> <th>Score Range</th> <th>% of Consumers</th> </tr> </thead> <tbody> <tr><td>320-499</td><td>3%</td></tr> <tr><td>500-549</td><td>7%</td></tr> <tr><td>550-599</td><td>9%</td></tr> <tr><td>600-649</td><td>10%</td></tr> <tr><td>650-699</td><td>13%</td></tr> <tr><td>700-749</td><td>15%</td></tr> <tr><td>750-799</td><td>21%</td></tr> <tr><td>800-844</td><td>22%</td></tr> </tbody> </table>	Score Range	% of Consumers	320-499	3%	500-549	7%	550-599	9%	600-649	10%	650-699	13%	700-749	15%	750-799	21%	800-844	22%
Score Range	% of Consumers																		
320-499	3%																		
500-549	7%																		
550-599	9%																		
600-649	10%																		
650-699	13%																		
700-749	15%																		
750-799	21%																		
800-844	22%																		
Key factors that adversely affected your credit score	<p>Experian</p> <p>SERIOUS DELINQUENCY TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN AMOUNT PAST DUE TO ACCOUNTS PROPORTION OF BALANCE TO HIGH CREDIT ON REVOLVING ACCOUNTS THE NUMBER OF INQUIRIES HAS ADVERSELY AFFECTED THE CREDIT SCORE</p>																		

## Checking Your Credit Report

What if there are mistakes in your credit report?	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
How can you obtain a copy of your credit report?	<p>Under Federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report—</p> <p>By telephone: Call toll-free: 1-877-322-8228</p> <p>On the web: Visit <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a></p> <p>By mail: Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's website at <a href="http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf">http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf</a>) to:</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>
How can you get more information?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> .

## Notice to the Home Loan Applicant

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer-generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

### Acknowledgement

I have received the notices titled, "Your Credit Score and the Price You Pay for Credit" and the "Notice to the Home Loan Applicant."

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_  
(Print)

## Contact Information for Credit Reporting Agencies

**EQUIFAX INFORMATION SERVICES**  
[www.equifax.com](http://www.equifax.com)  
 PO BOX 740241  
 ATLANTA, GA 30374-0241  
 800-685-1111

**EXPERIAN**  
[www.experian.com/reportaccess](http://www.experian.com/reportaccess)  
 701 EXPERIAN PARKWAY  
 P.O. BOX 2002  
 ALLEN, TX 75013  
 888-397-3742

**TRANSUNION CONSUMER RELATIONS**  
[www.transunion.com/myoptions](http://www.transunion.com/myoptions)  
 2 BALDWIN PLACE  
 P.O. BOX 1000  
 CHESTER, PA 19022  
 800-888-4213

# EXHIBIT H

CBCInnovis  
PO BOX 1667  
PITTSBURGH PA 15230

Phone: 800-218-3483  
Fax: 800-688-7816

### INFILE CREDIT REPORT

PREPARED FOR: SANTANDER BANK 1 ALDWYN CENTER VILLANOVA PA 19085	PROPERTY ADDRESS: 6945 SCOTFORTH RD PHILADELPHIA PA 19119 PHILADELPHIA	COMPUTER ID #: 71824817267266 LENDER CASE #: 1809050261	DATE RECEIVED:09/05/18 DATE COMPLETED:09/05/18
ATTENTION: MCNICHOL, DENNIS		REPORT TYPE:INDIVIDUAL	
APPLICANT		EMPLOYMENT INFORMATION	
<b>INPUT INFORMATION:</b> <b>NAME:</b> ROBIN L SMITH <b>SSN:</b> 167-54-4950 <b>6945 SCOTFORTH RD</b> <b>PHILADELPHIA PA 19119</b>		<b>PRESENT EMPLOYMENT:</b> <b>DR ROBIN L SMITH</b> <b>FROM:09/05/18</b> <b>POSITION: AUTHOR</b>	
<b>CURRENT ADDRESS:</b> <b>6945 SCOTFORTH RD</b> <b>PHILADELPHIA PA 19119-3711</b> <b> SINCE:01/07</b>		<b>PREVIOUS EMPLOYMENT:</b> <b>FEARLESS WON LLC</b> <b>PHILADELPHIA PA</b> <b>FROM:07/24/09</b> <b>POSITION: PRESIDENT</b> <b>DATE VER: 07/09</b>	
<b>PREVIOUS ADDRESS:</b> <b>8905 CARLISLE RD</b> <b>WYNDMOOR PA 19038-7411</b> <b>FROM:12/10/05</b>			
<b>PREVIOUS ADDRESS:</b> <b>4061 PO BOX 4061</b> <b>PHILADELPHIA PA 19118-8061</b> <b>FROM:05/30/08</b>			

### SCORING

1	BEACON 5.0 SCORE	+698	EFX
	SERIOUS DELINQUENCY		
	TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN		
	TOO MANY INQUIRIES IN THE LAST 12 MONTHS		
39	13	8	
1	FAIR ISAAC SCORE 2	+693	XPN
	SERIOUS DELINQUENCY		
	PROPORTION OF BALANCE TO HIGH CREDIT ON-REVOLVING ACCOUNTS		
	AMOUNT PAST DUE TO ACCOUNTS		
	LEVEL OF DELINQUENCY ON ACCOUNTS		
39	10	21	
1	CLASSIC 04 SCORE	+614	TRU
	SERIOUS DELINQUENCY		
	TIME SINCE DELINQUENCY IS TOO RECENT OR UNKNOWN		
	AMOUNT PAST DUE ON ACCOUNTS		
39	13	21	

### REGULATORY MESSAGES

1	FACT ACT: THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE	EFX
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### PUBLIC RECORD INFORMATION

NO PUBLIC RECORDS FOUND

## APPLICANT

NAME: ROBIN L SMITH  
S.S.N.: 167-54-4950

Date Received: 09/05/18

## CREDIT HISTORY

E C O A	CREDITOR ACCOUNT NO	RPTD	LAST ACT	OPND	LIMIT OR HIGHEST CREDIT	BALANCE OWING	AMOUNT PAST DUE	TERMS PYMT AMT	TYPE/RATE VENDOR	HISTORICAL STATUS			
										NO MOS HIGHEST REV	30 DAYS	60 DAYS	90 DAYS
1	SANTANDER BK #6174064517910684 PO BOX 12646 READING PA 19612 (847) 619-5535	07/18	07/18	05/05	984000	759175	0	360 M 5867	MTG 01 REAL ESTATE TRU (EFX,XPN)	82	0	0	0
1	BB&T #6001 (800) 226-5228	07/18	06/17	08/09	249421	263624	263624		REV 08 HOME EQUITY EFX (XPN,TRU)	0			
1	BRCLYSBANKDE #7242	08/18	07/18	01/02	50000	52323	0	V 798	REV 01 TRU (EFX,XPN)	82	0	0	0
1	CITI #3033 (800) 950-6118	08/18	08/18	05/94	60000	50473	0	V 1210	REV 01 CREDIT CARD TRU (EFX,XPN)	82	0	0	0
1	CAP1/NEIMN #7326 (600) 685-6695	08/18	08/18	09/93	15000	869	0	V 869	REV 01 CHARGE ACCOUNT TRU (EFX,XPN)	82	0	0	0
9	AMEX #6883 (800) 874-2717	07/00	05/09	11/78	600	0	0	0	REV 01 CREDIT CARD TRU (EFX,XPN)	78	0	0	0
1	AMEX.DSNB #0276	08/18	05/12	03/09	300	0	0	0	REV 01 CREDIT CARD TRU (EFX,XPN)	82	0	0	0
1	BB & T #1350 (800) 822-3321	06/16	05/16	08/09	249421	0		M	REV 01 LINE OF CREDIT EFX (XPN)	82	0	0	0
1	CAP ONE / STOREHOUSE #4791 (302) 478-9056	10/09	08/07	08/06	0	0		M	REV 01 CHARGE ACCOUNT EFX	37	0	0	0
1	CAP ONE / STOREHOUSE #4455 (302) 478-9056	07/09	01/04	07/03	0	0		M	REV 01 CHARGE ACCOUNT EFX	71	0	0	0
1	CAP1/SONY #0122 (800) 695-6950	08/09	08/09	06/07	8500	0	0	0	REV 01 CHARGE ACCOUNT TRU (EFX,XPN)	26	0	0	0

## APPLICANT

NAME: ROBIN L SMITH  
S.S.N.: 187-54-4960

Date Received: 09/05/18

## CREDIT HISTORY

B C O A	CREDITOR ACCOUNT NO	RPTD	LAST ACT	OPND	LIMIT OR HIGHEST CREDIT	BALANCE OWING	AMOUNT PAST DUE	TERMS PYMT AMT	TYPE/RATE VENDOR	HISTORICAL STATUS			
										NO MOB HIST REV	30 DAYS	60 DAYS	90 DAYS
1	CAP/STORE #2100 PO BOX 15524 WILMINGTON DE 19850 BYMAILONLY	04/09	08/07	08/06	0	0		0	REV 01 CHARGE ACCOUNT XPN	32	0	0	0
					PAID ACCOUNT/ZERO BALANCE					111111111111	111111111111		
1	CAPITAL ONE / SONY #0473 (800) 207-1100	07/09	01/05	01/04	0	0		M	REV 01 CHARGE ACCOUNT EFX	66	0	0	0
					CLOSED DATE: 03/01/2007 PAID AND CLOSED								
1	CAPITAL ONE BANK USA #546630235787 (800) 955-7070	04/09	10/04	09/03	30029	0		M	OPN 01 CREDIT CARD EFX (XPN)	67	0	0	0
					CLOSED DATE: 03/01/2009 CLOSED - CREDIT GRANTOR PAID AND CLOSED								
1	CITIZENS BANK #0411 1 CITIZENS DR RIVERSIDE RI 02915 (401) 456-7000	02/09	02/03	08/02	2000	0		0	REV 01 LINE OF CREDIT XPN	79	0	0	0
					PAID ACCOUNT/ZERO BALANCE					111111111111	111111111111		
1	CITIZENS BANK #0420 1 CITIZENS DR RIVERSIDE RI 02915 (401) 456-7000	02/09	01/03	08/02	2000	0		0	REV 01 LINE OF CREDIT XPN	78	0	0	0
					PAID ACCOUNT/ZERO BALANCE					111111111111	111111111111		
1	CITIZNSBNKNA #8730 1 CITIZENS DR RIVERSIDE RI 02915 (800) 708-6680	08/18	08/18	12/99	10000	0	0	0	REV 01 LINE OF CREDIT TRU (EFX,XPN)	82	0	0	0
					INACTIVE ACCOUNT CLOSED DATE: 08/09/2018					111111111111	111111111111		
1	DISCOVERBANK #4686 (800) 347-2683	01/10	12/09	03/05	8000	0	0	0	REV 01 CREDIT CARD TRU (EFX,XPN)	56	0	0	0
					CLOSED CLOSED DATE: 12/10/2009					111111111111	111111111111		
1	DSNB BLOOM #4824	08/18	05/12	03/09	100	0	0	0	REV 01 CHARGE ACCOUNT TRU (EFX,XPN)	82	0	0	0
					CLOSED - CONSUMER CLOSED DATE: 05/03/2012					111111111111	111111111111		
2	FIA CS #2641 PO BOX 982238 EL PASO TX 79998 (800) 421-2110	10/08		12/05	200	0		0	REV 01 CREDIT CARD XPN	34	0	0	0
					CLOSED - CONSUMER					111111111111	111111111111		
1	NATLPENNBNK #0916 PHILADELPHIA & READING BOYERTOWN PA 19512 (610) 367-6001	08/09	08/09	07/09	40000	0	0	0	REV 01 LINE OF CREDIT TRU (EFX,XPN)	0	0	0	0
					CLOSED CLOSED DATE: 08/13/2009								
1	SYNCB/SONYFN #0301 (866) 396-8254	10/16	08/15	07/10	4500	0	0	0	REV 01 CHARGE ACCOUNT TRU (EFX,XPN)	74	0	0	0
					INACTIVE ACCOUNT CLOSED DATE: 08/13/2015					111111111111	111111111111		

## APPLICANT

NAME: ROBIN L SMITH  
S.S.N.: 167-54-4950

Date Received: 09/05/18

## CREDIT HISTORY

ECOA	CREDITOR ACCOUNT NO	RPTD	LAST ACT	OPND	LIMIT OR HIGHEST CREDIT	PRESENT STATUS		TERMS PYMT AMT	TYPE/RATE VENDOR	HISTORICAL STATUS			
						BALANCE OWING	AMOUNT PAST DUE			ND	MOB	30 DAYS	60 DAYS
1	SYNCB/SYNCB #2810  (666) 396-8254	09/16	07/07	08/06	7000	0		M	REV.01 CHARGE ACCOUNT EFX (XPN)	99	0	0	0

## DISPUTE SUMMARY

NO DISPUTE CHANGES FOUND

## INQUIRIES IN THE LAST 365 DAYS

—DATE—	ECOA	KOB	MEMBER-NO		
09/05/18	1	B	01794444	SANTANDER BA	TRU
03/02/18	1		910UT49572	VERIZONTEL	EFX
09/05/17	1	ZF	1907182	CBC INNOVIS	XPN

## ADDITIONAL INFORMATION

1	KNOWN ALIAS FORMER NAME: ROBIN SMITH-SIMPSON	EFX
1	KNOWN ALIAS FORMER NAME: ROBIN SMITH SIMPSON	EFX
1	KNOWN ALIAS KNOWN ALIAS: SIMPSON ROBIN SMITH	TRU
1	KNOWN ALIAS KNOWN ALIAS: ROBIN L SIMPSON	TRU
1	KNOWN ALIAS KNOWN ALIAS: ROBIN S SIMPSON	XPN
1	MISCELLANEOUS A SCORE DISCLOSURE LETTER WAS MAILED TO THE APPLICANT ON 09/05/2018, THE REPOSITORIES ACCESSED WERE: EFX TRU XPN	CBC

## CONSUMER REFERRAL INFORMATION

EQUIFAX INFORMATION SERVICES LLC  
WWW.EQUIFAX.COM  
P O BOX 740241  
ATLANTA, GA 30374-0241  
800-685-1111

EFX

TRANSUNION  
HTTP://WWW.TRANSUNION.COM  
2 BALDWIN PLACE, P.O. BOX 1000  
CHESTER, PA 19016  
800-888-4213

TRU

**APPLICANT**

NAME: ROBIN L SMITH  
S.S.N.: 167-54-4850

Date Received: 09/05/18

**CONSUMER REFERRAL INFORMATION**

EXPERIAN  
WWW.EXPERIAN.COM  
701 EXPERIAN PARKWAY, P.O. BOX 2002  
ALLEN, TX 75013-0036  
888-397-3742

XPN

LEXISNEXIS RISK SOLUTIONS BUREAU LLC  
PROVIDER OF LIEN AND JUDGMENT RECORDS  
PO BOX 105108  
ATLANTA, GA 30348-5108  
866-897-8126

LXN

ECOA Key: 1=Borrower, 2=Joint, 3=Authorized User, 4=Joint, 5=Co-Maker, 7=Maker, 8=Co-Borrower, 9=Terminated, 0=Undesignated  
Applicant Account Ownership (Joint reports): B=Primary Applicant, C=Co-Applicant

**DISCLOSURE**

**NATIONAL CREDIT REPOSITORY (IES) ACCESSED FOR THIS CREDIT REPORT: EQUIFAX, TRANSUNION, EXPERIAN**  
Reporting bureau certifies with contractual requirements governing check of public records as well as credit information.

**END OF REPORT**

## APPLICANT

NAME: ROBIN L SMITH

Date Received: 09/05/18

## DEROGATORY SUMMARY

B C O A	CREDITOR ACCOUNT NO	RPTD	LAST ACT	OPND	LIMIT OR HIGHEST CREDIT	PRESENT STATUS		TERMS PYMT AMT	TYPE/RATE VENDOR	HISTORICAL STATUS				
						BALANCE OWING	AMOUNT PAST DUE			NO HIST	MOS DAYS	30 DAYS	60 DAYS	90 DAYS
1	BB&T #6001  (800) 226-5228	07/18	05/17	08/09	249421	263624	263624		REV 09 HOME EQUITY EFX (XPN,TRU)	0				

END OF DEROGATORY REPORT

CBCInnovis  
PO BOX 1667  
PITTSBURGH PA 15230

Phone: 800-216-3463  
Fax: 800-888-7816

### ID CROSS CHECK

PREPARED FOR: SANTANDER BANK 1 ALDWYN CENTER VILLANOVA PA 19085	PROPERTY ADDRESS: 6945 SCOTFORTH RD. PHILADELPHIA PA 19119 PHILADELPHIA	COMPUTER ID #: 718248172627266 LENDER CASE #: 1809050261	DATE RECEIVED:09/05/18 DATE COMPLETED:09/05/18
ATTENTION: MCNICHOL, DENNIS		REPORT TYPE:INDIVIDUAL	
APPLICANT			

INPUT INFORMATION: NAME: ROBIN L SMITH 6945 SCOTFORTH RD PHILADELPHIA PA 19119	DOB:11/29/62 OWN:X	
---	-----------------------	--

FILE IDENTIFICATIONS			
ROBIN LYNN SMITH 167-54-4950	11/29/62	BOX 4061 BOX PO PHILADELPHIA PA 19118	EFX
ROBIN L SMITH DR 167-54-4950	11/29/62	6945 SCOTFORTH RD PHILADELPHIA PA 19119-3711	TRU
ROBIN L SMITH 167-54-4950	11/29/62	6945 SCOTFORTH RD PHILADELPHIA PA 19119-3711	XPN
ROBIN L SMITH		NoRept	LXN

REGULATORY MESSAGES			
1 FACT ACT:THE NUMBER OF INQUIRIES ON THE CONSUMERS CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE			EFX

DECISION RESULTS			
PASS APPLICANT SSN INFORMATION VERIFIED			

Summary		
Input Information	Cross Check Category	Result
Name 1. ROBIN L SMITH	Name Verification Watch Lists (Includes OFAC)	<input checked="" type="checkbox"/> Name Matched <input checked="" type="checkbox"/> Watch Lists Searched/No Match Found
Address 6945 SCOTFORTH RD PHILADELPHIA PA 19119	Address Verification High Risk Address	<input checked="" type="checkbox"/> Address Matched <input checked="" type="checkbox"/> Address Cleared
Social Security Number 167-54-4950	Social Security Verification Other Identities Linked to SSN SSA Issuance SSA Death Master	<input checked="" type="checkbox"/> SSN Matched <input checked="" type="checkbox"/> Cleared/No Other IDs Linked to SSN <input checked="" type="checkbox"/> SSN Issued <input checked="" type="checkbox"/> SSN Cleared
Date of Birth 11/29/62	Date of Birth Verification	<input checked="" type="checkbox"/> Date of Birth Matched
Phone Number	Phone Number Verification	<input checked="" type="checkbox"/> No Input Provided

## APPLICANT

NAME: ROBIN L SMITH

Date Received: 09/05/18

## Consumer ID Verification

Name		Date First Received	Number Active Sources	Number Total Sources
1	ROBIN L SMITH ROBIN SMITH	01/23/99 06/22/00	3 1	6 3
Address				
1	PO BOX 4061 PHILADELPHIA PA 19118-8061	07/11/08	2	3
	8905 CARLISLE RD GLENDALE PA 19038-7411	02/10/07	1	2
	6945 SCOTFORTH RD PHILADELPHIA PA 19119-3711	03/28/04	1	4
	1650 MARKET ST FL 36 PHILADELPHIA PA 19103-7334	08/02/10	0	1
	210 W RITTENHOUSE SQ STE 4 PHILADELPHIA PA 19103-5771	02/18/09	0	1
	310 WADSWORTH AVE PHILADELPHIA PA 19119-1127	01/23/99	0	1
Social Security Number				
1	000-00-4950	01/23/99	4	9
Date of Birth				
1	11/29/62	07/21/00	4	9
Phone Number				
1	(215) 790-1160 (215) 848-2710 (215) 848-5242 (215) 470-2803	11/30/99 08/11/06 03/28/04 07/31/09	2 1 1 0	3 1 1 2

## Other Verifications

Watch Lists (Includes OFAC)		watch Lists Searched/No Match Found		
1	ROBIN L SMITH	watch Lists Searched/No Match Found		
High Risk Address		Address Cleared		
1	6945 SCOTFORTH RD PHILADELPHIA PA 19119			
SSA Issuance	State Of Issue	Issued Between	Input DOB	
1	167-54-4950	PENNSYLVANIA	1975-1976	11/29/62
SSA Death Master		SSN Cleared		
1	167-54-4950	SSN Cleared		

**APPLICANT**

NAME: ROBIN L SMITH

Date Received: 09/05/18

ECOA Key: 1=Borrower, 2=Joint, 3=Authorized User, 4=Joint, 5=Co-Maker, 7=Maker, 8=Co-Borrower, 9=Terminated, 0=Undesignated  
Applicant Account Ownership (Joint reports): B=Primary Applicant, C=Co-Applicant

**DISCLOSURE**

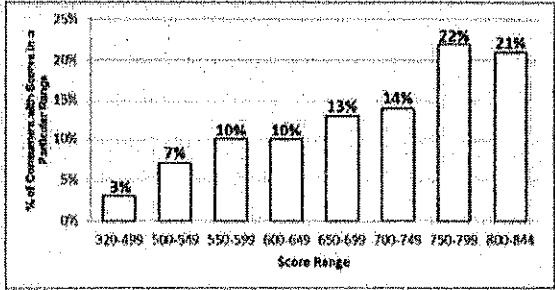
This report is governed by the Gramm-Leach-Bliley Act. It does not constitute a consumer report as defined by the Fair Credit Reporting Act (FCRA) and is not subject to the FCRA. This report should not be used as a basis upon which to make a decision of whether or not to extend credit or as a basis for taking any "adverse action" as that term is defined in the FCRA.

**END OF REPORT**

1 ALDWYN CENTER  
VILLANOVA PA 19085**SANTANDER BANK**Your Credit Score and the Price  
You Pay for CreditLENDER CASE #: 1809050261  
COMPUTER ID #: 718248172627266**Applicant**NAME: ROBIN L SMITH  
8945 SCOTFORTH RD  
PHILADELPHIA PA 19119**Your Credit Score**

Your credit score	+693 Source: Experian Date: 09/05/2018
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**Understanding Your Credit Score**

What you should know about credit scores	Your credit score is a number that reflects the information in your credit report.  Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.  Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Experian scores range from a low of 320 to a high of 844.  Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	Experian 
Key factors that adversely affected your credit score	Experian  SERIOUS DELINQUENCY PROPORTION OF BALANCE TO HIGH CREDIT ON REVOLVING ACCOUNTS AMOUNT PAST DUE TO ACCOUNTS LEVEL OF DELINQUENCY ON ACCOUNTS

### Checking Your Credit Report

What if there are mistakes in your credit report?	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
How can you obtain a copy of your credit report?	<p>Under Federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report--</p> <p><b>By telephone:</b> Call toll-free: 1-877-322-8228</p> <p><b>On the web:</b> Visit <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a></p> <p><b>By mail:</b> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's website at <a href="http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf">http://www.ftc.gov/bcp/conline/include/requestformfinal.pdf</a>) to:</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>
How can you get more information?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> .

### Notice to the Home Loan Applicant

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer-generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

#### Acknowledgement

I have received the notices titled, "Your Credit Score and the Price You Pay for Credit" and the "Notice to the Home Loan Applicant."

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_  
(Print)

### Contact Information for Credit Reporting Agencies

EQUIFAX INFORMATION SERVICES www.equifax.com PO BOX 740241 ATLANTA, GA 30374-0241 800-685-1111	EXPERIAN www.experian.com/reportaccess 701 EXPERIAN PARKWAY P.O. BOX 2002 ALLEN, TX 75013 888-397-3742	TRANSUNION CONSUMER RELATIONS www.transunion.com/myoptions 2 BALDWIN PLACE P.O. BOX 1000 CHESTER, PA 19022 800-888-4213
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# EXHIBIT I



Report Created On: 01/23/2019  
File Number: 391372691

### Personal Information

SSN: XXX-XX-4950  
Your SSN has been masked for your protection.

**Names Reported:** DR. ROBIN L. SMITH, DR. ROBIN SMITH, SIMPSON ROBIN SMITH and ROBIN L. SIMPSON

#### Addresses Reported:

Address	Date Reported
PO BOX 4061, PHILADELPHIA, PA 19118-8061	05/30/2008
6945 SCOTFORTH RD, PHILADELPHIA, PA 19119-3711	01/05/2007
8905 CARLISLE RD, WYNDEMOOR, PA 19038-7411	12/10/2005
210 W RITTENHOUSE SQ STE 408, PHILADELPHIA, PA 19103-5771	02/06/2007
1001 EASTON RD APT 505, WILLOW GROVE, PA 19090-2042	
1650 MARKET ST APT 36, PHILADELPHIA, PA 19103-7334	08/02/2010
12 W WILLOW GROVE AVE, PHILADELPHIA, PA 19118-3952	01/30/2007

You have been on our files since 08/01/1986

Date of Birth: 11/29/1962

#### Telephone Numbers Reported:

(215) 790-1160 (215) 848-2710 (215) 848-5242 (215) 470-2803 (215) 848-6151

#### Employment Data Reported:

Employer Name	Location	Position	Date Verified
DR ROBIN L SMITH		AUTHOR	09/05/2018
FEARLESS WON LLC	PHILADELPHIA, PA	PRESIDENT	07/24/2009
SELF	PHILADELPHIA, PA	PHYSICOLOGIST	07/10/2009
DOCTOR ROBIN SMITH			07/19/2006
ORDERED			04/20/2005

### Account Information

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The key(s) below are provided to help you understand some of the account information that could be reported.

#### Rating Key

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Please note: Some but not all of these ratings may be present in your credit report.

N/R	X	OK	DL	SL	DL	SL	COL	VS	RPT	CO	FC
Not Reported	Unknown	Current	30 days late	60 days late	90 days late	120+ days late	Collection	Voluntary Surrender	Repossession	Charge Off	Foreclosure

#### Remarks Key

Additionally, some creditors may note your account with comments each month. We refer to these creditor comments as 'Remarks'. The key below gives the descriptions of the abbreviated remarks contained in your credit file. Any remark containing brackets > < indicates that this remark is considered adverse.

>CBC< ACCOUNT CLOSED BY CONSUMER

>FPI< FORECLOSURE INITIATED

>PRL< UNPAID BALANCE CHARGED OFF

### Adverse Accounts

Adverse information typically remains on your credit file for up to 7 years from the date of the delinquency. To help you understand what is generally considered adverse, we have added >brackets< to those items in this report. For your protection, your account numbers have been partially masked, and in some cases scrambled.

BRANCH B&T #8089280773341\*\*\*

223 WEST NASH ST  
WILSON, NC 27893  
(888) 562-6228

Date Opened:

08/05/2009

Date Updated:

07/31/2018

Pay Status:

>Charged Off<



**Responsibility:** Individual Account      **Payment Received:** \$0  
**Account Type:** Line of Credit      **Last Payment Made:** 05/09/2017  
**Account**      **Original ChargeOff:** \$245,070  
**Loan Type:** HOME EQUITY LOAN

**Terms:** Paid Monthly  
**Date Closed:** 07/31/2018  
**>Maximum Delinquency of 120 days in 06/2017 and in 06/2018 for \$260,401<**

**High Balance:** High balance of \$249,144 from 03/2018 to 07/2018

**Credit Limit:** Credit limit of \$249,421 from 03/2018 to 07/2018

**Account Sale Info:** ACCOUNT SOLD TO SOLD TO BBT

**Estimated month and year that this item will be removed:** 02/2024

	07/2018	06/2018	05/2018	04/2018	03/2018	02/2018	01/2018	12/2017	11/2017	10/2017
Balance	\$263,624	\$268,686	\$267,679	\$266,047	\$265,040					
Scheduled Payment		\$1,040	\$1,040	\$1,040	\$1,040					
Amount Paid	\$0	\$0	\$0	\$0	\$0					
Past Due	\$263,624	\$260,401	\$259,394	\$258,353	\$257,413					
Remarks	CBC >PRL<	CBC >FPI<	CBC >FPI<	CBC >FPI<	CBC >FPI<					
Rating	C/O	120	120	120	120	120	120	120	120	120

	09/2017	08/2017	07/2017	06/2017	05/2017	04/2017	03/2017	02/2017	01/2017	12/2016
Rating	120	120	120	120	90	60	30	OK	OK	OK

	11/2016	10/2016	09/2016	08/2016	07/2016	06/2016	05/2016	04/2016	03/2016	02/2016
Rating	OK									

	01/2016	12/2015	11/2015	10/2015	09/2015	08/2015	07/2015	06/2015	05/2015	04/2015
Rating	OK									

	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014	09/2014	08/2014	07/2014	06/2014
Rating	OK									

	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013
Rating	OK									

	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012
Rating	OK									

	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012	02/2012	01/2012	12/2011
Rating	OK									

	11/2011	10/2011	09/2011
Rating	OK	OK	OK



### Satisfactory Accounts

The following accounts are reported with no adverse information. For your protection, your account numbers have been partially masked, and in some cases scrambled. Please note: Accounts are reported as "Current; Paid or paying as agreed" if paid within 30 days of the due date. Accounts reported as Current may still incur late fees or interest charges if not paid on or before the due date.

#### AMERICAN EXPRESS #349990848957\*\*\*

PO BOX 981537  
EL PASO, TX 79998  
(800) 874-2717

Date Opened:	11/17/1978	Balance:	\$0	Pay Status:	Current; Paid or Paying as Agreed
Responsibility:	Relationship	Date Updated:	07/02/2009	Date Closed:	06/16/2009
	Terminated	High Balance:	\$0		
	(07/02/2009)	Credit Limit:	\$500		
Account Type:	Revolving Account				
Loan Type:	CREDIT CARD				

Remarks: INACTIVE ACCOUNT; CLOSED

	06/2009	05/2009	04/2009	03/2009	02/2009	01/2009	12/2008	11/2008	10/2008	09/2008
Rating	OK									
	08/2008	07/2008	06/2008	05/2008	04/2008	03/2008	02/2008	01/2008	12/2007	11/2007
Rating	OK									
	10/2007	09/2007	08/2007	07/2007	06/2007	05/2007	04/2007	03/2007	02/2007	01/2007
Rating	OK									
	12/2006	11/2006	10/2006	09/2006	08/2006	07/2006	06/2006	05/2006	04/2006	03/2006
Rating	OK									
	02/2006	01/2006	12/2005	11/2005	10/2005	09/2005	08/2005	07/2005	06/2005	05/2005
Rating	OK									
	04/2005	03/2005	02/2005	01/2005	12/2004	11/2004	10/2004	09/2004	08/2004	07/2004
Rating	OK									
	06/2004	05/2004	04/2004	03/2004	02/2004	01/2004	12/2003	11/2003	10/2003	09/2003
Rating	OK									
	08/2003	07/2003	06/2003	05/2003	04/2003	03/2003	02/2003	01/2003		
Rating	OK									

#### AMEX DEPARTMENT STORES N #37748110276\*\*\*

PO BOX 8218  
MASON, OH 45040  
Phone number not available

Date Opened:	03/14/2009	Balance:	\$0	Pay Status:	Current; Paid or Paying as Agreed
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Responsibility: Individual Account Date Updated: 12/26/2018  
 Account Type: Revolving Account Last Payment Made: 05/13/2009  
 Loan Type: CREDIT CARD High Balance: \$0  
 Credit Limit: \$300

Remarks: ACCOUNT CLOSED BY CONSUMER; CLOSED

	11/2018	10/2018	09/2018	08/2018	07/2018	06/2018	05/2018	04/2018	03/2018	02/2018
Rating	OK									
	01/2018	12/2017	11/2017	10/2017	09/2017	08/2017	07/2017	06/2017	05/2017	04/2017
Rating	OK									
	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016	09/2016	08/2016	07/2016	06/2016
Rating	OK									
	05/2016	04/2016	03/2016	02/2016	01/2016	12/2015	11/2015	10/2015	09/2015	08/2015
Rating	OK	OK	OK	OK	OK	OK	N/R	N/R	N/R	N/R
	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014
Rating	OK									
	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013
Rating	OK									
	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013
Rating	OK									
	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012
Rating	OK									
	03/2012	02/2012								
Rating	OK	OK								

#### BARCLAYS BANK DELAWARE #00023267242\*\*\*

PO BOX 8803  
 WILMINGTON, DE 19899  
 (888) 232-0780

Date Opened:	01/28/2002	Date Updated:	01/13/2019	Pay Status:	Current; Paid or Paying as Agreed
Responsibility:	Individual Account	Payment Received:	\$1,000	Terms:	\$899 per month, paid Monthly
Account Type:	Revolving Account	Last Payment Made:	01/09/2019		
Loan Type:	FLEXIBLE SPENDING CREDIT CARD				

Credit Limit: Credit limit of \$50,000 from 07/2016 to 01/2019



	01/2019	12/2018	11/2018	10/2018	09/2018	08/2018	07/2018	06/2018	05/2018	04/2018
Balance	\$57,399	\$55,770	\$54,886	\$54,358	\$53,958	\$52,323	\$49,221	\$50,298	\$49,481	\$47,846
Scheduled Payment	\$899	\$861	\$861	\$835	\$829	\$796	\$754	\$769	\$752	\$721
Amount Paid	\$1,000	\$1,000	\$1,000	\$840	\$5,000	\$4,500	\$2,500	\$2,500	\$2,500	\$700
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
High Balance	\$58,070	\$56,363	\$54,955	\$54,903	\$53,958	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872
Rating	OK									

	03/2018	02/2018	01/2018	12/2017	11/2017	10/2017	09/2017	08/2017	07/2017	06/2017
Balance	\$45,493	\$44,308	\$22,949	\$31,536	\$43,419	\$43,893	\$43,922	\$44,384	\$44,907	\$45,404
Scheduled Payment	\$657	\$647	\$396	\$430	\$607	\$608	\$612	\$618	\$620	\$631
Amount Paid	\$16,000	\$400	\$21,500	\$12,000	\$700	\$700	\$700	\$700	\$700	\$700
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
High Balance	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872
Rating	OK									

	05/2017	04/2017	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016	09/2016	08/2016
Balance	\$44,349	\$43,800	\$43,873	\$44,425	\$44,960	\$45,493	\$46,030	\$46,531	\$47,050	\$47,147
Scheduled Payment	\$601	\$600	\$584	\$607	\$615	\$615	\$628	\$629	\$640	\$642
Amount Paid	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
High Balance	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872	\$53,872
Rating	OK									

	07/2016	06/2016	05/2016	04/2016	03/2016	02/2016	01/2016	12/2015	11/2015	10/2015
Rating	OK									

	09/2015	08/2015	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014
Rating	OK									

	11/2014	10/2014	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014
Rating	OK									

	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013
Rating	OK									

	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012
Rating	OK									



	05/2012	04/2012	03/2012
Rating	OK	OK	OK

**CAPITAL ONE / NEIMAN MARCUS #4747326\*\*\*\***

10700 CAPITAL ONE WAY  
GLEN ALLEN, VA 23060  
(800) 685-6695

Date Opened:	09/01/1993	Date Updated:	12/30/2018	Pay Status:	Current; Paid or Paying as Agreed
Responsibility:	Individual Account	Last Payment Made:	09/28/2018	Terms:	Paid Monthly
Account Type:	Revolving Account			Date Paid:	09/28/2018
Loan Type:	CHARGE ACCOUNT				

**High Balance:** High balance of \$10,864 from 10/2016 to 11/2016; \$10,864 from 04/2017 to 04/2017; \$10,864 from 07/2017 to 07/2017; \$10,864 from 07/2018 to 12/2018  
**Credit Limit:** Credit limit of \$15,000 from 10/2016 to 11/2016; \$15,000 from 04/2017 to 04/2017; \$15,000 from 07/2017 to 07/2017; \$15,000 from 07/2018 to 12/2018

	12/2018	11/2018	10/2018	09/2018	08/2018	07/2018	06/2018	05/2018	04/2018	03/2018
Balance	\$0	\$0	\$0	\$0	\$869	\$5,243				
Scheduled Payment					\$869	\$895				
Past Due	\$0	\$0	\$0	\$0	\$0	\$0				
Rating	OK									

	02/2018	01/2018	12/2017	11/2017	10/2017	09/2017	08/2017	07/2017	06/2017	05/2017
Balance								\$0		
Past Due								\$0		
Rating	OK									

	04/2017	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016	09/2016	08/2016	07/2016
Balance	\$0					\$0	\$0			
Past Due	\$0					\$0	\$0			
Rating	OK									

	06/2016	05/2016	04/2016	03/2016	02/2016	01/2016	12/2015	11/2015	10/2015	09/2016
Rating	OK									

	08/2015	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014
Rating	OK									

	10/2014	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014
Rating	OK									

	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013
Rating	OK									



	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012
Rating	OK									
	04/2012	03/2012	02/2012							
Rating	OK	OK	OK							

**CITICARDS CBN A #427138273033\*\*\*\***

POB 6241  
SIOUX FALLS, SD 57117  
(800) 347-4934

**Date Opened:** 05/01/1994      **Date Updated:** 01/17/2019  
**Responsibility:** Individual Account      **Last Payment Made:** 01/15/2019      **Pay Status:** Current; Paid or Paying as Agreed  
**Account Type:** Revolving Account      **Terms:** \$1,209 per month, paid Monthly  
**Loan Type:** CREDIT CARD

**High Balance:** High balance of \$60,739 from 07/2016 to 01/2019

**Credit Limit:** Credit limit of \$60,000 from 07/2016 to 01/2019

	01/2019	12/2018	11/2018	10/2018	09/2018	08/2018	07/2018	06/2018	05/2018	04/2018
Balance	\$57,926	\$58,224	\$58,981	\$49,178	\$49,925	\$50,473	\$51,167	\$51,875	\$52,478	\$53,179
Scheduled Payment	\$1,209	\$1,225	\$1,292	\$1,143	\$1,265	\$1,210	\$1,202	\$1,314	\$1,223	\$1,268
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rating	OK									

	03/2018	02/2018	01/2018	12/2017	11/2017	10/2017	09/2017	08/2017	07/2017	06/2017
Balance	\$53,847	\$54,566	\$55,153	\$55,830	\$56,425	\$56,749	\$56,213	\$56,706	\$57,374	\$58,010
Scheduled Payment	\$1,218	\$1,357	\$1,273	\$1,363	\$1,314	\$1,287	\$1,384	\$1,298	\$1,337	\$1,380
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rating	OK									

	05/2017	04/2017	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016	09/2016	08/2016
Balance	\$58,606	\$59,353	\$59,985	\$59,340	\$59,054	\$59,144	\$58,824	\$58,131	\$58,863	\$59,343
Scheduled Payment	\$1,238	\$1,361	\$1,243	\$1,278	\$1,279	\$1,311	\$1,236	\$1,249	\$1,323	\$1,239
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rating	OK									

	07/2016	06/2016	05/2016	04/2016	03/2016	02/2016	01/2016	12/2015	11/2015	10/2015
Rating	OK									

	09/2015	08/2015	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014
Rating	OK									



	11/2014	10/2014	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014
Rating	OK									
	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013
Rating	OK									
	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012
Rating	OK									
	05/2012	04/2012	03/2012							
Rating	OK	OK	OK							

## CITIZENS BANK #608730\*\*\*\*

1 CITIZENS DR  
RIVERSIDE, RI 02915  
(800) 708-6680

Date Opened:	12/06/1999	Date Updated:	08/31/2018	Pay Status:	Current; Paid or Paying as Agreed
Responsibility:	Individual Account	Payment Received:	\$0	Terms:	Paid Monthly
Account Type:	Line of Credit	Last Payment Made:	08/09/2018	Date Closed:	08/09/2018
Account				Date Paid:	08/09/2018
Loan Type:	LINE OF CREDIT				

High Balance: High balance of \$0 from 07/2016 to 08/2018

Credit Limit: Credit limit of \$10,000 from 07/2016 to 08/2018

Remarks: INACTIVE ACCOUNT; CLOSED

	06/2018	07/2018	08/2018	05/2018	04/2018	03/2018	02/2018	01/2018	12/2017	11/2017
Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Paid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rating	OK									

	10/2017	09/2017	08/2017	07/2017	06/2017	05/2017	04/2017	03/2017	02/2017	01/2017
Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Paid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rating	OK									

	12/2016	11/2016	10/2016	09/2016	08/2016	07/2016	06/2016	05/2016	04/2016	03/2016
Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Amount Paid	\$0	\$0	\$0	\$0	\$0	\$0				
Past Due	\$0	\$0	\$0	\$0	\$0	\$0				
Rating	OK									



	02/2016	01/2016	12/2015	11/2015	10/2015	09/2015	08/2015	07/2015	06/2015	05/2015
Rating	OK									

	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014	09/2014	08/2014	07/2014
Rating	OK									

	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013
Rating	OK									

	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013	01/2013	12/2012	11/2012
Rating	OK									

	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012	02/2012	01/2012
Rating	OK									

	12/2011	11/2011	10/2011
Rating	OK	OK	OK

## DISCOVER FINCL SVC LLC #601100224696\*\*\*

PO BOX 15316  
WILMINGTON, DE 19850-5316  
(800) 347-2683

Date Opened: 03/21/2005 Balance: \$0 Pay Status: Current; Paid or Paying as  
Responsibility: Individual Account Date Updated: 01/13/2010  
Account Type: Revolving Account High Balance: \$0 Date Closed: 12/10/2009  
Loan Type: CREDIT CARD Credit Limit: \$8,000

Remarks: CLOSED

	12/2009	11/2009	10/2009	09/2009	08/2009	07/2009	06/2009	05/2009	04/2009	03/2009
Rating	OK									

	02/2008	01/2008	12/2008	11/2008	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008
Rating	OK									

	04/2008	03/2008	02/2008	01/2008	12/2007	11/2007	10/2007	09/2007	08/2007	07/2007
Rating	OK									

	06/2007	05/2007	04/2007	03/2007	02/2007	01/2007	12/2006	11/2006	10/2006	09/2006
Rating	OK									

	08/2006	07/2006	06/2006	05/2006	04/2006	03/2006	02/2006	01/2006	12/2005	11/2005
Rating	OK									



	10/2005	09/2005	08/2005	07/2005	06/2005	05/2005	04/2005	03/2005
Rating	OK							

**DSNB/BLOOMINGDALES #21034824\*\*\*\***

PO BOX 8218  
MASON, OH 45040  
Phone number not available

Date Opened:	03/14/2009	Balance:	\$0	Pay Status:	Current; Paid or Paying as Agreed
Responsibility:	Individual Account	Date Updated:	01/18/2019	Terms:	Paid Monthly
Account Type:	Revolving Account	Payment Received:	\$0	Date Closed:	05/03/2012
Loan Type:	CHARGE ACCOUNT	Last Payment Made:	05/13/2009	Date Paid:	05/13/2009
		High Balance:	\$251		
		Credit Limit:	\$100		

Remarks: ACCOUNT CLOSED BY CONSUMER; CLOSED

	12/2018	11/2018	10/2018	09/2018	08/2018	07/2018	06/2018	05/2018	04/2018	03/2018
Rating	OK									

	02/2018	01/2018	12/2017	11/2017	10/2017	09/2017	08/2017	07/2017	06/2017	05/2017
Rating	OK									

	04/2017	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016	09/2016	08/2016	07/2016
Rating	OK									

	06/2016	05/2016	04/2016	03/2016	02/2016	01/2016	12/2015	11/2015	10/2015	09/2015
Rating	OK	N/R	N/R	N/R						

	08/2015	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014
Rating	OK									

	10/2014	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014
Rating	OK									

	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013
Rating	OK									

	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012
Rating	OK									

	04/2012	03/2012
Rating	OK	OK

**NATIONAL PENN BANK #300000000916\*\*\*\***



645 HAMILTON ST  
STE 700  
ALLENTOWN, PA 18101  
(610) 861-5009

Date Opened:	07/14/2009	Balance:	\$0	Pay Status:	Current; Paid or Paying as Agreed
Responsibility:	Individual Account	Date Updated:	08/31/2009	Date Closed:	08/13/2009
Account Type:	Line of Credit	Payment Received:	\$0	Date Paid:	08/13/2009
Loan Type:	Account	Last Payment Made:	08/13/2009		
		High Balance:	\$40,000		
		Credit Limit:	\$40,000		

Remarks: CLOSED

**SANTANDER BANK NA #617406451791\*\*\***

PO BOX 12646  
READING, PA 19612  
(888) 438-3533

Date Opened:	05/26/2005	Date Updated:	12/31/2018	Pay Status:	Current; Paid or Paying as Agreed
Responsibility:	Individual Account	Payment Received:	\$5,867	Terms:	\$5,867 per month, paid Monthly for 360 months
Account Type:	Mortgage Account	Last Payment Made:	12/26/2018		
Loan Type:	CONVENTIONAL REAL ESTATE MTG				

High Balance: High balance of \$984,000 from 07/2016 to 12/2018

	12/2018	11/2018	10/2018	09/2018	08/2018	07/2018	06/2018	05/2018	04/2018	03/2018
Balance	\$747,999	\$750,327	\$752,526	\$754,832	\$757,010	\$759,176	\$761,452	\$763,597	\$765,852	\$767,976
Scheduled Payment	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867
Amount Paid	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rating	OK									

	02/2018	01/2018	12/2017	11/2017	10/2017	09/2017	08/2017	07/2017	06/2017	05/2017
Balance	\$770,451	\$772,552	\$774,644	\$776,847	\$778,917	\$781,100	\$783,150	\$785,190	\$787,343	\$789,362
Scheduled Payment	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867
Amount Paid	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rating	OK									

	04/2017	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016	09/2016	08/2016	07/2016
Balance	\$791,496	\$793,496	\$795,859	\$797,837	\$799,808	\$801,903	\$803,863	\$805,939	\$807,879	\$809,810
Scheduled Payment	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867
Amount Paid	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867	\$5,867
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rating	OK									



	06/2016	05/2016	04/2016	03/2016	02/2016	01/2016	12/2015	11/2015	10/2015	09/2015
Rating	OK									
	08/2015	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014
Rating	OK									
	10/2014	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014
Rating	OK									
	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013
Rating	OK									
	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012
Rating	OK	OK	OK	OK	OK	OK	X	X	X	X
	04/2012	03/2012	02/2012							
Rating	OK	OK	OK							

## SYNCB/SONY FINANCIAL SRV #603459140301\*\*\*

C/O PO BOX 965036  
ORLANDO, FL 32896-5036  
(866) 396-8254

Date Opened:	07/23/2010	Balance:	\$0	Pay Status:	Current; Paid or Paying as Agreed
Responsibility:	Individual Account	Date Updated:	10/02/2016	Terms:	Paid Monthly
Account Type:	Revolving Account	Payment Received:	\$0	Date Closed:	08/13/2015
Loan Type:	CHARGE ACCOUNT	Last Payment Made:	07/25/2012	Date Paid:	07/25/2012
		High Balance:	\$2,109		
		Credit Limit:	\$4,500		

Remarks: INACTIVE ACCOUNT; CLOSED

	09/2016	08/2016	07/2016	06/2016	05/2016	04/2016	03/2016	02/2016	01/2016	12/2015
Rating	OK									
	11/2015	10/2015	09/2015	08/2015	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015
Rating	OK									
	01/2015	12/2014	11/2014	10/2014	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014
Rating	OK									
	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013
Rating	OK									
	05/2013	04/2013	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012
Rating	OK									



	07/2012	06/2012	05/2012	04/2012	03/2012	02/2012	01/2012	12/2011	11/2011	10/2011
Rating	OK									
	09/2011	08/2011	07/2011	06/2011	05/2011	04/2011	03/2011	02/2011	01/2011	12/2010
Rating	OK									
	11/2010	10/2010	09/2010	08/2010						
Rating	OK	OK	OK	OK						

### Regular Inquiries

Regular Inquiries are posted when someone accesses your credit information from TransUnion. The presence of an inquiry means that the company listed received your credit information on the dates specified. These inquiries will remain on your credit file for up to 2 years.

**SANTANDER BANK via CBCINNSANTANDER BANK**  
 601 PENN ST  
 READING, PA 19601  
 (610) 378-6800

Requested On: 09/05/2018, 07/18/2017  
 Inquiry Type: Individual  
 Permissible Purpose: CREDIT TRANSACTION

**CHASE CARD**  
 PO BOX 15298  
 WILMINGTON, DE 19860  
 (800) 432-3117

Requested On: 02/02/2017  
 Inquiry Type: Individual

### Promotional Inquiries

The companies listed below received your name, address and other limited information about you so they could make a firm offer of credit or insurance. They did not receive your full credit report. These inquiries are not seen by anyone but you and do not affect your score.

**NEW DAY FINANCIAL**  
 8171 MAPLE LAWN BL  
 STE 300  
 FULTON, MD 20759  
 (877) 423-1400

Requested On: 09/10/2018, 06/19/2018, 05/21/2018, 04/24/2018

**GEICO**  
 1 GEICO PLZ  
 WASHINGTON, DC 20076-0003  
 (773) 582-2886

Requested On: 09/06/2018, 07/10/2018

**CREDITASSOCIATES LLC**  
 6400 PINECREST  
 PLANO, TX 75024  
 (800) 981-9408

Requested On: 08/27/2018

**BEYOND FINANCE**  
 85 SAM FONZO DRIVE  
 BEVERLY, MA 01915  
 (888) 501-5397

Requested On: 07/23/2018, 06/19/2018

**GRANITE BAY ACCEPTANCE INC**  
 1781 VINEYARD DR.  
 #222  
 ANTIOCH, CA 94509  
 (925) 779-1901

Requested On: 07/15/2018, 06/15/2018

**NATIONAL DEBT RELIEF**  
 11 BROADWAY SUITE 1600  
 NEW YORK, NY 10004  
 (888) 660-7427

Requested On: 07/09/2018

**EMBRACE HOME LOANS**  
 26 ENTERPRISE CTR

**AMERICOR FUNDING**  
 2 PARK PLAZA #225



MIDDLETOWN, RI 02842-5201  
(800) 620-6292

Requested On: 07/02/2018

**QUICKEN LOANS DBA ROCK F**  
1050 WOODWARD AVE  
DETROIT, MI 48226  
(800) 508-0944

Requested On: 02/15/2018

IRVINE, CA 92614  
(800) 719-4910

Requested On: 04/19/2018

**STATE FARM BANK**  
PO BOX 2313  
BLOOMINGTON, IL 61702  
(877) 734-2265

Requested On: 01/18/2018

### Account Review Inquiries

The listing of a company's inquiry in this section means that they obtained information from your credit file in connection with an account review or other business transaction with you. These inquiries are not seen by anyone but you and will not be used in scoring your credit file (except insurance companies may have access to other insurance company inquiries, certain collection companies may have access to other collection company inquiries, and users of a report for employment purposes may have access to other employment inquiries, where permitted by law).

**BARCLAYS BANK DELAWARE**  
PO BOX 8803  
WILMINGTON, DE 19899  
(888) 232-0780

Requested On: 01/20/2019

**BARCLAYS BANK DE**  
P.O. BOX 8803  
WILMINGTON, DE 19899  
(806) 370-5931

Requested On: 12/31/2018

**WELTMAN WEINBERGREIS**  
965 KEYNOTE CIRCLE  
BROOKLYN HTS, OH 44131  
(216) 685-1000

Requested On: 12/18/2018

Permissible Purpose: COLLECTION

**TU INTERACTIVE**  
100 CROSS ST  
202  
SAN LUIS OBISPO, CA 93401  
(844) 580-6816

Requested On: 09/01/2018

**FACTACT FREE DISCLOSURE**  
P O BOX 1000  
CHESTER, PA 19016  
(800) 916-8800

Requested On: 09/01/2018

### Should you wish to contact TransUnion, you may do so,

#### Online:

To report an inaccuracy, please visit: [dispute.transunion.com](http://dispute.transunion.com)  
For answers to general questions, please visit: [www.transunion.com](http://www.transunion.com)

#### By Mail:

TransUnion Consumer Relations  
P.O. Box 2000  
Chester, PA 19016-2000

#### By Phone:

(800) 916-8800

You may contact us between the hours of 8:00 a.m. and 11:00 p.m. Eastern Time, Monday through Friday, except major holidays.

*For all correspondence, please have your TransUnion file number available (located at the top of this report).*



## Consumer Rights

Para informacion en espanol, visite [www.consumerfinance.gov](http://www.consumerfinance.gov) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W. Washington, DC 20552.

### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your 'file disclosure'). You will be required to provide proper identification, which may include your Social Security Number. In many cases, the disclosure will be free. You are entitled to a free disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert on your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for more additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need usually to consider an application with a creditor, insurer, employer, landlord or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited



"prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688 (888-5OPTOUT).

- **CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE.** You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit. A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.
- **As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost.** An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court. You may also have the right to file suit under state law.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580      1-877-382-4357
2. To the extent not included in item 1 above:	Office of the Comptroller of the Currency
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	Federal Reserve Consumer Help (FRCH) PO Box 1200 Minneapolis, MN 55480      1-888-851-1920
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and Insured state savings associations	FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E.



	Washington, DC 20590 1-202-366-1306
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 1-877-382-4357